

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
PROCLAMATION 2024-01**

**A PROCLAMATION HONORING THE WEST-OAK WARRIORS HIGH  
SCHOOL WRESTLING TEAM**

**WHEREAS**, on Saturday, February 10, 2024 the West-Oak Warriors High School Wrestling Team captured the SC 3A State Championship for a third straight year, a first in program history; and

**WHEREAS**, the West-Oak Warriors Wrestling Team, through hard work and dedication, were able to once again achieve their goal of winning at the State level; and

**WHEREAS**, this is the eighth State Wrestling Championship that West-Oak High School has been able to acquire since 1994; and

**WHEREAS**, these 33 outstanding high school wrestlers have represented themselves, their families, their school, and their community proudly; and

**WHEREAS**, the team was coached by Head Coach Derek Strobel, assisted by Adam Duncan, Ian James, Rick McLaughin, Al Billings, Josh Durham, Russell Gray, Kurt Brandon, Jeff Hanks, Lezlie McAllister and 6 managers.

**NOW, THEREFORE**, we, the Oconee County Council, wish to acknowledge the West-Oak Warriors High School Wrestling Team on winning their third straight SC 3A State Championship.

**APPROVED AND ADOPTED** this 5th day of March, 2024.

OCONEE COUNTY, SOUTH CAROLINA

*ATTEST:*

*APPROVED:*

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Jennifer C. Adams  
Clerk to County Council  
Oconee County

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Matthew Durham  
Chairman  
Oconee County Council

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2024-08**

**AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT, BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND OCONEE FORCE HOLDINGS, LLC, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND/OR OTHER PROJECT COMPANIES (COLLECTIVELY “COMPANY,” FORMERLY IDENTIFIED AS “PROJECT RED”), WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY LOCATED IN OCONEE COUNTY; PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AND OTHER RELATED MATTERS.**

**WHEREAS, OCONEE COUNTY, SOUTH CAROLINA (“*Oconee County*”), and PICKENS COUNTY, SOUTH CAROLINA (“*Pickens County*”, and Oconee County and Pickens County, collectively, the “*Counties*”) are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop an industrial and business park within the geographical boundaries of one or more of the member counties;**

**WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the Counties, Oconee County proposes to enter into an agreement with Pickens County to develop jointly an industrial and business park within Oconee County as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina 1976, as amended (collectively, the “*Act*”);**

**WHEREAS, Oconee County, acting by and through its County Council (the “*County Council*”), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 (the “*FILOT Act*”), Title 4, Chapter 1 (the “*Multi-County Park Act*”), and Title 4, Chapter 29, of the Code of Laws of South Carolina 1976, as amended, to enter into agreements with industry whereby the industry would pay fees-in-lieu-of taxes with respect to qualified projects; to provide infrastructure credits against payment in lieu of taxes for reimbursement in respect of investment in certain infrastructure enhancing the economic development of Oconee County; through all such powers the industrial development of the State of South Carolina (the “*State*”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate or remain in the State and thus utilize and employ the manpower, products and resources of the State and benefit the general public welfare of Oconee County by providing services, employment, recreation or other public benefits not otherwise provided locally;**

**WHEREAS, Oconee Force Holdings, LLC, acting for itself, one or more current or future affiliates, and/or other project companies (collectively, the “*Company*,” formerly identified as “Project**

Red”) has requested that the County assist in the acquisition, construction, and installation of land, buildings, improvements, fixtures, machinery, equipment, furnishings, and other real and/or tangible personal property to constitute a new distribution facility in Oconee County (collectively, the “**Project**”);

**WHEREAS**, the Company has requested that Oconee County enter into a fee in lieu of tax agreement with the Company, thereby providing for certain fee in lieu of tax and special source revenue credit incentives with respect to the Project, all as more fully set forth in the Fee Agreement (as hereinbelow defined) attached hereto and made a part hereof;

**WHEREAS**, Oconee County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act and that the Project would serve the purposes of the FILOT Act;

**WHEREAS**, the Company has represented that the Project will involve an investment of approximately \$4,500,000 in Oconee County and the expected creation of approximately 10 new full-time jobs at the Project within the Investment Period (as such term is defined in the hereinafter defined Fee Agreement);

**WHEREAS**, Oconee County has determined on the basis of the information supplied to it by the Company that the Project would be a “project” and “economic development property” as such terms are defined in the FILOT Act, and that the Project would serve the purposes of the FILOT Act;

**WHEREAS**, pursuant to the authority of Section 4-1-170 of the Multi-County Park Act and Article VIII, Section 13 of the South Carolina Constitution, Oconee County intends to cause the Project, to the extent not already therein located, to be placed in a joint county industrial and business park (a “**Park**”) such that the Project will receive the benefits of the Multi-County Park Act;

**WHEREAS**, Oconee County has agreed to, among other things, (a) enter into a Fee in Lieu of Tax and Special Source Revenue Credit Agreement with the Company (the “**Fee Agreement**”), whereby Oconee County would provide therein for a payment of a fee-in-lieu-of taxes by the Company with respect to the Project, and (b) provide for certain special source revenue credits to be claimed by the Company against its payments of fees-in-lieu-of taxes with respect to the Project pursuant to Section 4-1-175 of the Multi-County Park Act;

**WHEREAS**, Oconee County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement which Oconee County proposes to execute and deliver; and

**WHEREAS**, it appears that the documents above referred to, which are now before this meeting, are in appropriate form and are appropriate instruments to be executed and delivered or approved by Oconee County for the purposes intended.

**NOW, THEREFORE, BE IT ORDAINED**, by Oconee County Council as follows:

Section 1. Based on information supplied by the Company, it is hereby found, determined, and declared by Oconee County Council, as follows:

(a) The Project will constitute a “project” and “economic development property” as said terms are referred to and defined in the FILOT Act, and Oconee County’s actions herein will subserve the purposes and in all respects conform to the provisions and requirements of the FILOT Act;

(b) The Project is anticipated to benefit the general public welfare of Oconee County by

providing services, employment, recreation, or other public benefits not otherwise provided locally;

(c) Neither the Project, nor any documents or agreements entered into by Oconee County in connection therewith, will give rise to any pecuniary liability of Oconee County or any incorporated municipality or a charge against the general credit or taxing power of either;

(d) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs and addition to the tax base of Oconee County, are proper governmental and public purposes; and

(e) The benefits of the Project are anticipated to be greater than the costs.

Section 2. The form, terms and provisions of the Fee Agreement presented to this meeting are hereby approved and all of the terms and provisions thereof are hereby incorporated herein by reference as if the Fee Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and/or Oconee County Administrator are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name of and on behalf of Oconee County, and the Clerk to County Council is hereby authorized and directed to attest the same, and thereupon to cause the Fee Agreement to be delivered to the Company and cause a copy of the same to be delivered to the Oconee County Auditor, Assessor and Treasurer. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by Oconee County Administrator, upon advice of counsel, her execution thereof to constitute conclusive evidence of her approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 3. Oconee County is hereby authorized to jointly develop an industrial and business park (the "**Park**") with Pickens County, with the consent of any applicable municipality (to the extent required by the Act).

Section 4. Oconee County will enter into a written agreement to develop the Park jointly with Pickens County in substantially the form attached hereto as Exhibit A, which is incorporated herein by reference (the "**Park Agreement**"). By enactment of this Ordinance, the Oconee County Council hereby approves the Park Agreement and all of its terms, provisions, and conditions. The Oconee County Administrator is hereby authorized to execute the Park Agreement on behalf of Oconee County, with such changes as the Administrator shall deem, upon advice of counsel, necessary or desirable and which do not materially alter the agreements set forth therein.

Section 5. The businesses or industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Oconee County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Oconee County. The portion of such fee allocated pursuant to the Park Agreement to Pickens County shall be thereafter paid by the Treasurer of Oconee County to the Treasurer of Pickens County within ten (10) business days after the end of the calendar quarter of receipt for distribution in accordance with the Park Agreement and the ordinances of Pickens County. With respect to properties located in the Pickens County portion of the Park, if any, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Pickens County. The portion of such fee allocated pursuant to the Park Agreement to Oconee County shall thereafter be paid by the Treasurer of Pickens County to the Treasurer of Oconee County within ten (10) business days after the end of the calendar quarter of receipt for distribution in accordance with the Park Agreement and the ordinances of Oconee County.

Section 6. The ordinances and regulations of Oconee County concerning zoning, health, and safety, and building code requirements apply to the Park properties in Oconee County unless the

properties are within the boundaries of a municipality, in which case the municipality’s ordinances and regulations apply. The ordinances and regulations of Pickens County concerning zoning, health, and safety, and building code requirements apply to the Park properties in Pickens County, if any, unless the properties are within the boundaries of a municipality, in which case the municipality’s ordinances and regulations apply.

Section 7. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Oconee County is vested with the Oconee County Sherriff’s Department. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Pickens County is vested with the Pickens County Sheriff’s Department. If any of the Park properties located in either Oconee County or Pickens County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 8. The revenues generated from industries or businesses located within the Oconee County portion of the Park and to be retained by Oconee County pursuant to the Park Agreement shall be distributed within Oconee County in accordance with the ordinances and policies enacted or approved by Oconee County Council from time to time which by their terms govern distribution of such revenues.

Section 9. The Chair of County Council, Oconee County Administrator and the Clerk to County Council, for and on behalf of Oconee County, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of Oconee County thereunder.

Section 10. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase, or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 11. To the extent this Ordinance contains provisions that conflict with provisions contained elsewhere in the Oconee County Code of Ordinances or other Oconee County ordinances or resolutions, the provisions contained in this ordinance supersede all other provisions and this Ordinance is controlling. This ordinance shall take effect and be in full force from and after its passage by Oconee County Council.

**ENACTED** in meeting duly assembled this \_\_\_ day of \_\_\_\_\_, 2024.

**Attest:**

**OCONEE COUNTY, SOUTH CAROLINA**

\_\_\_\_\_  
Jennifer C. Adams, Clerk  
Oconee County Council

\_\_\_\_\_  
Matthew Durham, Chair  
Oconee County Council

First Reading: February 06, 2024  
Second Reading: February 20, 2024  
Third Reading: March 05, 2024  
Public Hearing: March 05, 2024

**STATE OF SOUTH CAROLINA**

**COUNTY OF OCONEE**

I, the undersigned Clerk to County Council of Oconee County, South Carolina, do hereby certify that attached hereto is a true, accurate and complete copy of an ordinance which was given reading, and received unanimous approval, by Oconee County Council at its meetings of \_\_\_\_\_, 2024, \_\_\_\_\_, 2024, and \_\_\_\_\_, 2024, at which meetings a quorum of members of County Council were present and voted, and an original of which ordinance is filed in the permanent records of Oconee County Council.

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Clerk to County Council,  
Oconee County, South Carolina

Dated: \_\_\_\_\_, 2024

Exhibit A

Form of Park Agreement

[see attached]

STATE OF SOUTH CAROLINA )  
 )  
 )  
 )  
 COUNTY OF OCONEE )  
 COUNTY OF PICKENS )

**AGREEMENT FOR THE DEVELOPMENT  
 OF A JOINT COUNTY INDUSTRIAL  
 AND BUSINESS PARK  
 ((PROJECT RED))**

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**This multi-county park agreement applies to the following property in Oconee County associated with Oconee Force Holdings, LLC (formerly “Project Red”): an approximately 6.42 acre parcel located at 181 Misty Lane, West Union, South Carolina, all as more fully described in Exhibit A (Oconee) to this Agreement.**

**This multi-county park agreement applies to the following properties in Pickens County: none.**

**More specific information on the properties may be found in the body of this agreement and in the exhibits.**

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This AGREEMENT for the development of a joint county industrial and business park to be located initially within Oconee County, South Carolina (“Oconee County”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between Oconee County and Pickens County.

**R E C I T A L S:**

WHEREAS, Oconee County and Pickens County, South Carolina (“Pickens County”) are contiguous counties which, pursuant to Ordinance No. 2024-08, enacted by the Oconee County Council on \_\_\_\_\_, 2024, and Ordinance No. \_\_\_\_\_, enacted by the Pickens County Council on \_\_\_\_\_, 20\_\_ (collectively, the “Enabling Ordinances”), have each determined that, in order to promote economic development and thus encourage investment and provide additional employment opportunities within both of said counties, there should be established, initially in Oconee County, a Joint County Industrial and Business Park (the “Park”), to be located upon the property described in Exhibit A (Oconee) hereto; and

WHEREAS, as a consequence of the establishment of the Park, property comprising the Park and all property having a situs therein is exempt from *ad valorem* taxation pursuant to Article VIII, Section 13(D) of the South Carolina Constitution, but the owners or lessees of such property shall pay annual fees in an amount equivalent to the property taxes or other in-lieu-of payments that would have been due and payable except for the exemption.

NOW, THEREFORE, in consideration of the mutual agreements, representations and benefits contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:



1. Binding Agreement. This Agreement serves as a written instrument setting forth the entire agreement between the parties and is binding on Pickens County and Oconee County, and their successors and assigns.

2. Authorization. Article VIII, Section 13(D) of the South Carolina Constitution provides that counties may jointly develop an industrial or business park with other counties within the geographical boundaries of one or more of the member counties, provided that certain conditions specified therein are met and that the General Assembly of the State of South Carolina provides by law a manner in which the value of property in the park will be considered for purposes of bonded indebtedness of political subdivisions and school districts and for purposes of computing the index of taxpaying ability pursuant to any provision of law which measures the relative fiscal capacity of a school district to support its schools based on the assessed valuation of taxable property in the district as compared to the assessed valuation of taxable property in all school districts in South Carolina. Section 4-1-170, Code of Laws of South Carolina 1976, as amended (the “Code”) satisfies the conditions imposed by Article VIII, Section 13(D) of the Constitution and provides the statutory vehicle whereby a joint county industrial or business park may be created.

3. Location of the Park. (A) As of the date of this Agreement, the Park consists of properties located in Oconee County, as further identified in Exhibit A (Oconee) to this Agreement. As of the Effective Date, no properties are located in Pickens County, as further identified in Exhibit B (Pickens) to this Agreement. It is specifically recognized that the Park may, from time to time, consist of non-contiguous properties within each county. The boundaries of the Park may be enlarged or diminished from time to time as authorized by ordinance of the county within which such property is to be added to or removed from the Park (the “Host County”) and without an action by the non-host county. The addition or removal of property is complete upon the provision to the non-host county by the Host County of the revised exhibit as provided in Section 3(B) below. If any property proposed for inclusion in the Park, in whole or in part, is located within the boundaries of a municipality, then the municipality must give its consent prior to the inclusion of the property in the Park. Notwithstanding the foregoing, no consent of a municipality shall be required for any property to remain in the Park in the event that such property is annexed by such municipality after the date such property has become part of the Park and subject to the provisions of this Agreement. Further, if any property located in the Park is annexed by a municipality after the property has been included in the Park, the municipality’s act of annexation shall serve as the municipality’s consent to the inclusion of the property in the Park.

(B) In the event of any enlargement or diminution of the boundaries of the Park, this Agreement shall be deemed amended and there shall be attached hereto a revised Exhibit A (Oconee) or Exhibit B (Pickens), as the case may be, which shall be prepared by the county in which the added or removed property is located and the revised exhibit must contain a description or other identification of the properties included in the Park, after the enlargement or diminution.

4. Fee in Lieu of Taxes. Pursuant to Article VIII, Section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Agreement an amount (referred to as fees in lieu of *ad valorem* property taxes) equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of such property within the Park.

5. Allocation of Expenses. Oconee County and Pickens County shall bear any expenses, including, but not limited to, development, operation, maintenance and promotion of the Park and the cost of providing public services, to the extent that either Oconee County or Pickens County incurs such expenses and costs, in the following proportions:

If property is in the Oconee County portion of the Park:

(1) Oconee County	100%
(2) Pickens County	0%

If property is in the Pickens County portion of the Park:

(1) Oconee County	0%
(2) Pickens County	100%

6. Allocation of Revenues. Pickens County and Oconee County shall receive an allocation of revenue generated by the Park through payment of fees in lieu of *ad valorem* property taxes in the following proportions:

If property is in the Oconee County portion of the Park:

(1) Oconee County	99%
(2) Pickens County	1%

If property is in the Pickens County portion of the Park:

(1) Oconee County	1%
(2) Pickens County	99%

7. Revenue Allocation Within Each County. (A) Revenues generated by the Park through the payment of fees-in-lieu-of *ad valorem* property taxes shall be distributed to Oconee County and to Pickens County, as the case may be, according to the proportions established by Paragraph 6 of this Agreement. With respect to revenues allocable to Pickens County or Oconee County by way of fees in lieu of taxes generated within its own County as Host County, such revenue shall be distributed within the Host County in the manner provided by ordinance of the county council of the Host County; provided, that (i) all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and (ii) with respect to amounts received in any fiscal year

by a taxing entity, the governing body of the taxing entity shall allocate the revenues received to operations and/or debt service of the entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the county council of the Host County.

(B) Revenues allocable to Pickens County by way of fees in lieu of taxes generated within Oconee County shall be distributed solely to Pickens County. Revenues allocated to Oconee County by way of fees in lieu of taxes generated within Pickens County shall be distributed solely to Oconee County.

8. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. It is hereby agreed that the entry by Oconee County into any one or more fee-in-lieu-of tax agreements pursuant to Title 4 or Title 12 of the Code (“Negotiated Fee-in-Lieu of Tax Agreements”) or arrangements relating to the granting of special source revenue credits or issuance of special source revenue bonds, with respect to property located within the Oconee County portion of the Park and the terms of such agreements or arrangements shall be at the sole discretion of Oconee County. It is further agreed that entry by Pickens County into any one or more Negotiated Fee-in-Lieu of Tax Agreements or arrangements relating to the granting of special source revenue credits or issuance of special source revenue bonds with respect to property located within the Pickens County portion of the Park and the terms of such agreements or arrangements shall be at the sole discretion of Pickens County.

9. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code, allocation of the assessed value of property within the Park to Pickens County and Oconee County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 6 and 7 of this Agreement.

10. Severability. To the extent, and only to the extent, that any provision or any part of a provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Agreement.

11. Termination. Notwithstanding any provision of this Agreement to the contrary, Oconee County and Pickens County agree that this Agreement shall terminate on December 31, 2074; provided, however, this Agreement may be terminated earlier than, or extended beyond such date my mutual agreement of Oconee County and Pickens County.

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IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below found, to be effective as of the Effective Date.

**PICKENS COUNTY, SOUTH CAROLINA**

(Seal)

\_\_\_\_\_  
Pickens County Administrator

ATTEST:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Clerk to Council

OCONEE COUNTY SIGNATURES FOLLOW ON NEXT PAGE.

OCONEE COUNTY, SOUTH CAROLINA

(Seal)

\_\_\_\_\_  
Oconee County Administrator

ATTEST:

DATE: \_\_\_\_\_

\_\_\_\_\_  
Clerk to Council

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**EXHIBIT A**

**Oconee County Properties**

The following parcel in Oconee County associated with Oconee Force Holdings, LLC is included in the multi-county park and is identified by the [tax map] [parcel identification] number used by the Oconee County Assessor's Office and the owner, all as of the date of this Agreement, and, if available, acreage:

[TMS][PIN] (current): TMS: 176-00-01-044

Owner (current): Oconee Force Holdings, LLC

6.42 acres.

The Park shall include all property vertically or horizontally located on or within the [TMS][PIN] number identified above, including, but not limited to, properties subject to any horizontal property regime, notwithstanding that such property bears a different [TMS][PIN] number from that identified above.

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**EXHIBIT B**

**Pickens County Properties**

NONE.

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**FEE IN LIEU OF TAX AND  
SPECIAL SOURCE REVENUE CREDIT AGREEMENT**

Between

**OCONEE COUNTY, SOUTH CAROLINA**

and

**OCONEE FORCE HOLDINGS, LLC**

\_\_\_\_\_  
Dated as of \_\_\_\_\_, 2024  
\_\_\_\_\_

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**SUMMARY OF CONTENTS OF  
FEE IN LIEU OF TAX AGREEMENT**

As permitted under Section 12-44-55(B), Code of Laws of South Carolina 1976, as amended (the “Code”), the parties have agreed to waive the requirements of Section 12-44-55 of the Code. The following is a summary of the key provisions of this Fee in Lieu of Tax and Special Source Revenue Credit Agreement. This summary is inserted for convenience only and does not constitute a part of this Fee in Lieu of Tax and Special Source Revenue Credit Agreement or a summary compliant with Section 12-44-55 of the Code.

<b>Company Name:</b>	<b>Oconee Force Holdings, LLC</b>	<b>Project Name:</b>	<b>Project Red</b>
<b>Projected Investment:</b>	<b>\$4,500,000</b>	<b>Projected Jobs:</b>	<b>App. 10 new jobs; 19 existing jobs</b>
<b>Location (street):</b>	<b>[To Come]</b>	<b>Tax Map No.:</b>	<b>[To Come]</b>
<b>1. FILOT</b>			
Required Investment:	\$4,500,000		
Investment Period:	5 years	Ordinance No./Date:	<b>[To Come]</b>
Assessment Ratio:	6%	Term (years):	30
Fixed Millage:	214.9	Net Present Value (if yes, discount rate):	N/A
Clawback information:	See <u>Section 4.03</u> and <u>Section 4.06</u>		
<b>2. MCIP</b>			
Included in an MCIP:	Yes		
If yes, Name & Date:	MCIP to be established with Pickens County		
<b>3. SSRC</b>			
Total Amount:	40%		
No. of Years	5		
Yearly Increments:	N/A		
Clawback information:	See <u>Section 4.02(d)</u> and <u>Section 4.03</u> .		
<b>4. Other information</b>			

## FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT

**THIS FEE IN LIEU OF TAX AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT** (the “*Fee Agreement*”) is made and entered into as of \_\_\_\_\_, 2024 by and between **OCONEE COUNTY, SOUTH CAROLINA** (the “*County*”), a body politic and corporate and a political subdivision of the State of South Carolina (the “*State*”), acting by and through the Oconee County Council (the “*County Council*”) as the governing body of the County, and **OCONEE FORCE HOLDINGS, LLC**, acting for itself, one or more current or future affiliates, and/or other project companies (the “*Company*,” formerly referred to as “*Project Red*”).

### RECITALS

1. Title 12, Chapter 44 (the “*FILOT Act*”), Code of Laws of South Carolina, 1976, as amended (the “*Code*”), authorizes the County to (a) induce industries to locate in the State; (b) encourage industries now located in the State to expand their investments and thus make use of and employ manpower, products, and other resources of the State; and (c) enter into a fee agreement with entities meeting the requirements of the FILOT Act, which identifies certain property of such entities as economic development property and provides for the payment of a fee in lieu of tax with respect to such property.

2. Sections 4-1-175 and 12-44-70 of the Code authorize the County to provide special source revenue credit (“*Special Source Revenue Credit*”) financing secured by and payable solely from revenues of the County derived from payments in lieu of taxes for the purposes set forth in Section 4-29-68 of the Code, namely: the defraying of the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County and for improved and unimproved real estate, and personal property, including but not limited to machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise in order to enhance the economic development of the County (collectively, “*Infrastructure*”).

3. The Company (as a Sponsor, within the meaning of the FILOT Act) desires to provide for the acquisition and construction of the Project (as defined herein) to constitute the development of new facilities by the Company in the County for the for the distribution of fluid power products and related products.

4. Based on information supplied by the Company, the County Council has evaluated the Project based on relevant criteria that include, but are not limited to, the purposes the Project is to accomplish, the anticipated dollar amount and nature of the investment, employment to be created or maintained, and the anticipated costs and benefits to the County. Pursuant to Section 12-44-40(I)(1) of the FILOT Act, the County finds that: (a) the Project is anticipated to benefit the general public welfare of the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; (b) the Project will give rise to no pecuniary liability of the County or any incorporated municipality therein and to no charge against their general credit or taxing powers; (c) the purposes to be accomplished by the Project are proper governmental and public purposes; and (d) the benefits of the Project are greater than the costs.

5. The Project is located, or if not so located as of the date of this Fee Agreement, the County intends to use its best efforts to so locate the Project, in a joint county industrial or business park created with an adjoining county in the State pursuant to agreement entered into pursuant to Section 4-1-170 of the Code and Article VIII, Section 13(D) of the South Carolina Constitution.

6. By enactment of an Ordinance on \_\_\_\_\_, 2024, the County Council has authorized the County to enter into this Fee Agreement with the Company which classifies the Project as Economic

Development Property under the FILOT Act and provides for the payment of fees in lieu of taxes and the provision of Special Source Revenue Credits to reimburse the Company for payment of the cost of certain Infrastructure in connection with the Project, all as further described herein.

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the respective representations and agreements hereinafter contained, the parties hereto agree as follows:

[End of Section]

**ARTICLE I**  
**DEFINITIONS**

Section 1.01    Definitions

The terms that this Article defines shall for all purposes of this Fee Agreement have the meanings herein specified, unless the context clearly requires otherwise:

**“Administration Expenses”** shall mean the reasonable and necessary expenses incurred by the County with respect to this Fee Agreement, including without limitation reasonable attorney fees; provided, however, that no such expense shall be considered an Administration Expense until the County has furnished to the Company a statement in writing indicating the amount of such expense and the reason it has been or will be incurred.

**“Affiliate”** shall mean any corporation, limited liability company, partnership or other entity which owns all or part of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or which is owned in whole or in part by the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate) or by any partner, shareholder or owner of the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as well as any subsidiary, affiliate, individual or entity who bears a relationship to the Company (or with respect to a Sponsor Affiliate, such Sponsor Affiliate), as described in Section 267(b) of the Internal Revenue Code of 1986, as amended.

**“Code”** shall mean the Code of Laws of South Carolina 1976, as amended.

**“Commencement Date”** shall mean the last day of the property tax year during which the Project or the first Phase thereof is placed in service, which date shall not be later than the last day of the property tax year which is three (3) years from the year in which the County and the Company enter into this Fee Agreement.

**“Company”** shall mean Oconee Force Holdings, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, and, subject to the provisions of Section 5.09 hereof, any surviving, resulting, or transferee entity in any merger, consolidation, or transfer of assets; or any other person or entity which may succeed to the rights and duties of the Company.

**“Condemnation Event”** shall mean any act of taking by a public or quasi-public authority through condemnation, reverse condemnation or eminent domain.

**“Contract Minimum Investment Requirement”** shall mean, with respect to the Project, investment by the Company of at least \$4,500,000 in Economic Development Property subject (non-exempt) to *ad valorem* taxation (in the absence of this Fee Agreement).

**“County”** shall mean Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State, its successors and assigns, acting by and through the County Council as the governing body of the County.

**“County Administrator”** shall mean the Oconee County Administrator, or the person holding any successor office of the County.

**“County Assessor”** shall mean the Oconee County Assessor, or the person holding any successor office of the County.

**“County Auditor”** shall mean the Oconee County Auditor, or the person holding any successor office of the County.

**“County Council”** shall mean Oconee County Council, the governing body of the County.

**“County Treasurer”** shall mean the Oconee County Treasurer, or the person holding any successor office of the County.

**“Defaulting Entity”** shall have the meaning set forth for such term in Section 6.02(a) hereof.

**“Deficiency Amount”** shall have the meaning set forth for such term in Section 4.03(a) hereof.

**“Department”** shall mean the South Carolina Department of Revenue.

**“Diminution in Value”** in respect of the Project shall mean any reduction in the value, using the original fair market value (without regard to depreciation) as determined in Step 1 of Section 4.01 of this Fee Agreement, of the items which constitute a part of the Project and which are subject to FILOT payments which may be caused by the Company’s or any Sponsor Affiliate’s removal and/or disposal of equipment pursuant to Section 4.04 hereof, or by its election to remove components of the Project as a result of any damage or destruction or any Condemnation Event with respect thereto.

**“Economic Development Property”** shall mean those items of real and tangible personal property of the Project which are eligible for inclusion as economic development property under the FILOT Act and this Fee Agreement, and selected and identified by the Company or any Sponsor Affiliate in its annual filing of a SCDOR PT-300 (with Schedule S, Schedule T, or such other schedule(s) as may be appropriate) or comparable form with the Department (as such filing may be amended from time to time) for each year within the Investment Period.

**“Equipment”** shall mean machinery, equipment, furniture, office equipment, and other tangible personal property, together with any and all additions, accessions, replacements, and substitutions thereto or therefor.

**“Event of Default”** shall mean any event of default specified in Section 6.01 hereof.

**“Exemption Period”** shall mean the period beginning on the first day of the property tax year after the property tax year in which an applicable portion of Economic Development Property is placed in service and ending on the Termination Date. In case there are Phases of the Project, the Exemption Period applies to each year’s investment made during the Investment Period.

**“Fee Agreement”** shall mean this Fee in Lieu of Tax and Special Source Revenue Credit Agreement.

**“FILOT”** or **“FILOT Payments”** shall mean the amount paid or to be paid in lieu of *ad valorem* property taxes as provided herein.

**“FILOT Act”** shall mean Title 12, Chapter 44, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

**“FILOT Act Minimum Investment Requirement”** shall mean, with respect to the Project, an investment of at least \$2,500,000 by the Company, or of at least \$5,000,000 by the Company and any Sponsor Affiliates in the aggregate, in Economic Development Property.

**“Improvements”** shall mean improvements to the Land, including buildings, building additions, roads, sewer lines, and infrastructure, together with any and all additions, fixtures, accessions, replacements, and substitutions thereto or therefor.

**“Infrastructure”** shall mean infrastructure serving the County and improved or unimproved real estate and personal property, including machinery and equipment, used in the operation of the Project, within the meaning of Section 4-29-68 of the Code.

**“Investment Period”** shall mean, and shall be equal to, the Standard Investment Period.

**“Standard Investment Period”** shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

**“Land”** means the land upon which the Project will be located, as described in Exhibit A attached hereto, as Exhibit A may be supplemented from time to time in accordance with Section 3.01(c) hereof.

**“MCIP Act”** shall mean Title 4, Chapter 1, of the Code, and all future acts successor or supplemental thereto or amendatory thereof.

**“MCIP Agreement”** shall mean the joint county industrial and business park to be entered into by the County and Pickens County or another adjoining county with respect to the Project to offer the benefits of the Special Source Revenue Credits to the Company hereunder.

**“MCIP”** shall mean (i) the joint county industrial park established pursuant to the terms of the MCIP Agreement and (ii) any joint county industrial park created pursuant to a successor park agreement delivered by the County and a partner county in accordance with Section 4-1-170 of the MCIP Act, or any successor provision, with respect to the Project.

**“Phase”** or **“Phases”** in respect of the Project shall mean that the components of the Project are placed in service during more than one year during the Investment Period, and the word “Phase” shall therefore refer to the applicable portion of the Project placed in service in a given year during the Investment Period.

**“Project”** shall mean the Land and all the Equipment and Improvements that the Company determines to be necessary, suitable or useful for the purposes described in Section 2.02(b) hereof, to the extent determined by the Company and any Sponsor Affiliate to be a part of the Project and placed in service during the Investment Period, and any Replacement Property. Notwithstanding anything in this Fee Agreement to the contrary, the Project shall not include property which will not qualify for the FILOT pursuant to Section 12-44-110 of the FILOT Act, including without limitation property which has been subject to *ad valorem* taxation in the State prior to commencement of the Investment Period; provided, however, the Project may include (a) modifications which constitute an expansion of the real property portion of the Project and (b) the property allowed pursuant to Section 12-44-110(2) of the FILOT Act.

**“Removed Components”** shall mean components of the Project or portions thereof which the Company or any Sponsor Affiliate in its sole discretion, elects to remove from the Project pursuant to Section 4.04 hereof or as a result of any Condemnation Event.

**“Replacement Property”** shall mean any property which is placed in service as a replacement for any item of Equipment or any Improvement previously subject to this Fee Agreement regardless of



whether such property serves the same functions as the property it is replacing and regardless of whether more than one piece of property replaces any item of Equipment or any Improvement to the fullest extent that the FILOT Act permits.

**“Special Source Revenue Credits”** shall mean the annual special source revenue credits provided to the Company pursuant to Section 4.02 hereof.

**“Sponsor Affiliate”** shall mean an entity that joins with the Company and that participates in the investment in, or financing of, the Project and which meets the requirements under the FILOT Act to be entitled to the benefits of this Fee Agreement with respect to its participation in the Project, all as set forth in Section 5.13 hereof.

**“Standard Investment Period”** shall mean the period beginning with the first day of any purchase or acquisition of Economic Development Property and ending five (5) years after the Commencement Date.

**“State”** shall mean the State of South Carolina.

**“Termination Date”** shall mean, with respect to each Phase of the Project, the end of the last day of the property tax year which is the 29<sup>th</sup> year following the first property tax year in which such Phase of the Project is placed in service; provided, that the intention of the parties is that the Company will make at least 30 annual FILOT payments under Article IV hereof with respect to each Phase of the Project; and provided further, that if this Fee Agreement is terminated earlier in accordance with the terms hereof, the Termination Date shall mean the date of such termination.

**“Transfer Provisions”** shall mean the provisions of Section 12-44-120 of the FILOT Act, as amended or supplemented from time to time, concerning, among other things, the necessity of obtaining County consent to certain transfers.

Any reference to any agreement or document in this Article I or otherwise in this Fee Agreement shall include any and all amendments, supplements, addenda, and modifications to such agreement or document.

#### Section 1.02 Project-Related Investments

The term “investment” or “invest” as used herein shall include not only investments made by the Company and any Sponsor Affiliates, but also to the fullest extent permitted by law, those investments made by or for the benefit of the Company or any Sponsor Affiliate with respect to the Project through federal, state, or local grants, to the extent such investments are subject to *ad valorem* taxes or FILOT payments by the Company.

[End of Article I]

## ARTICLE II

### REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

#### Section 2.01 Representations, Warranties, and Agreements of the County

The County hereby represents, warrants, and agrees as follows:

(a) The County is a body politic and corporate and a political subdivision of the State and acts through the County Council as its governing body. The County has duly authorized the execution and delivery of this Fee Agreement and any and all other agreements described herein or therein and has obtained all consents from third parties and taken all actions necessary or that the law requires to fulfill its obligations hereunder.

(b) Based upon representations by the Company, the Project constitutes a “project” within the meaning of the FILOT Act.

(c) The County has agreed that each item of real and tangible personal property comprising the Project which is eligible to be economic development property under the FILOT Act and that the Company selects shall be considered Economic Development Property and is thereby exempt from *ad valorem* taxation in the State.

(d) The millage rate set forth in Step 3 of Section 4.01(a) hereof is 214.9 mills, which is the millage rate in effect with respect to the location of the proposed Project as of June 30, 2023, as permitted under Section 12-44-50(A)(1)(d) of the FILOT Act.

(e) The County will use its reasonable best efforts to cause the Project to be located in a MCIP for a term extending at least until the end of the period of FILOT Payments against which a Special Source Revenue Credit is to be provided under this Fee Agreement.

#### Section 2.02 Representations, Warranties, and Agreements of the Company

The Company hereby represents, warrants, and agrees as follows:

(a) The Company is organized and in good standing under the laws of the State of South Carolina, is duly authorized to transact business in the State, has the power to enter into this Fee Agreement, and has duly authorized the execution and delivery of this Fee Agreement.

(b) The Company intends to operate the Project as a “project” within the meaning of the FILOT Act as in effect on the date hereof. The Company intends to operate the Project for the purpose of the distribution of fluid power products and related products and for such other purposes that the FILOT Act permits, as the Company may deem appropriate.

(c) The execution and delivery of this Fee Agreement by the County has been instrumental in inducing the Company to locate the Project in the County.

(d) The Company, together with any Sponsor Affiliates, will use commercially reasonable efforts to meet, or cause to be met the Contract Minimum Investment Requirement within the Investment Period.

[End of Article II]

## ARTICLE III

### COMMENCEMENT AND COMPLETION OF THE PROJECT

#### Section 3.01    The Project

(a) The Company intends and expects, together with any Sponsor Affiliate, to (i) construct and acquire the Project, (ii) meet the Contract Minimum Investment Requirement, and (iii) create approximately ten (10) new, full-time jobs (with benefits) within the Investment Period. The Company anticipates that the first Phase of the Project will be placed in service during the calendar year ending December 31, 20\_\_.

(b) Pursuant to the FILOT Act and subject to Section 4.03 hereof, the Company and the County hereby agree that the Company and any Sponsor Affiliates shall identify annually those assets which are eligible for FILOT payments under the FILOT Act and this Fee Agreement, and which the Company or any Sponsor Affiliate selects for such treatment by listing such assets in its annual PT-300 (with Schedule S, Schedule T, or such other schedule(s) as may be appropriate) form (or comparable form) to be filed with the Department (as such may be amended from time to time) and that by listing such assets, such assets shall automatically become Economic Development Property and therefore be exempt from all *ad valorem* taxation during the Exemption Period. Anything contained in this Fee Agreement to the contrary notwithstanding, the Company and any Sponsor Affiliates shall not be obligated to complete the acquisition of the Project. However, if the Company, together with any Sponsor Affiliates, does not meet the Contract Minimum Investment Requirement within the Investment Period, the provisions of Section 4.03 hereof shall control.

(c) The Company may add to the Land such real property, located in the same taxing district in the County as the original Land, as the Company, in its discretion, deems useful or desirable. In such event, the Company, at its expense, shall deliver an appropriately revised Exhibit A to this Fee Agreement, in form reasonably acceptable to the County.

#### Section 3.02    Diligent Completion

The Company agrees to use its reasonable efforts to cause the completion of the Project as soon as practicable, but in any event on or prior to the end of the Investment Period.

#### Section 3.03    Filings and Reports

(a) Each year during the term of the Fee Agreement, the Company and any Sponsor Affiliates shall deliver to the County, the County Auditor, the County Assessor and the County Treasurer a copy of their most recent annual filings with the Department with respect to the Project, not later than thirty (30) days following delivery thereof to the Department.

(b) The Company shall cause a copy of this Fee Agreement, as well as a copy of the completed Form PT-443 of the Department, to be filed with the County Auditor and the County Assessor, and to their counterparts in the partner county to the MCIP Agreement, the County Administrator and the Department within thirty (30) days after the date of execution and delivery of this Fee Agreement by all parties hereto.

(c) Each of the Company and any Sponsor Affiliates agree to maintain complete books and records accounting for the acquisition, financing, construction, and operation of the Project. Such books and records shall (i) permit ready identification of the various Phases and components thereof; (ii)

confirm the dates on which each Phase was placed in service; and (iii) include copies of all filings made by the Company and any such Sponsor Affiliates in accordance with Section 3.03(a) or (b) above with respect to property placed in service as part of the Project.

[End of Article III]

## ARTICLE IV

### FILOT PAYMENTS

#### Section 4.01 FILOT Payments

(a) Pursuant to Section 12-44-50 of the FILOT Act, the Company and any Sponsor Affiliates, as applicable, are required to make payments in lieu of *ad valorem* taxes to the County with respect to the Economic Development Property. Inasmuch as the Company anticipates an initial investment of sums sufficient for the Project to qualify for a fee in lieu of tax arrangement under Section 12-44-50(A)(1) of the FILOT Act, the County and the Company have negotiated the amount of the FILOT Payments in accordance therewith. The Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes on all Economic Development Property which comprises the Project and is placed in service, as follows: the Company and any Sponsor Affiliates, as applicable, shall make payments in lieu of *ad valorem* taxes during the Exemption Period with respect to the Economic Development Property or, if there are Phases of the Economic Development Property, with respect to each Phase of the Economic Development Property, said payments to be made annually and to be due and payable and subject to penalty assessments on the same dates and in the same manner as prescribed by the County for *ad valorem* taxes. The determination of the amount of such annual FILOT Payments shall be in accordance with the following procedure (subject, in any event, to the procedures required by the FILOT Act):

**Step 1:** Determine the fair market value of the Economic Development Property (or Phase of the Economic Development Property) placed in service during the Exemption Period using original income tax basis for State income tax purposes for any real property and Improvements without regard to depreciation (provided, the fair market value of real property, as the FILOT Act defines such term, that the Company and any Sponsor Affiliates obtains by construction or purchase in an arms-length transaction is equal to the original income tax basis, and otherwise, the determination of the fair market value is by appraisal) and original income tax basis for State income tax purposes for any personal property less depreciation for each year allowable for property tax purposes, except that no extraordinary obsolescence shall be allowable. The fair market value of the real property for the first year of the Exemption Period remains the fair market value of the real property and Improvements for the life of the Exemption Period. The determination of these values shall take into account all applicable property tax exemptions that State law would allow to the Company and any Sponsor Affiliates if the property were taxable, except those exemptions that Section 12-44-50(A)(2) of the FILOT Act specifically disallows.

**Step 2:** Apply an assessment ratio of six percent (6%) to the fair market value in Step 1 to establish the taxable value of the Economic Development Property (or each Phase of the Economic Development Property) in the year it is placed in service and in each of the 29 years thereafter or such longer period of years in which the FILOT Act and this Fee Agreement permit the Company and any Sponsor Affiliates to make annual FILOT payments.

**Step 3:** Use a millage rate of 214.9 mills during the Exemption Period against the taxable value to determine the amount of the FILOT Payments due during the Exemption Period on the applicable payment dates.

(b) In the event that a final order of a court of competent jurisdiction from which no further appeal is allowable declares the FILOT Act and/or the herein-described FILOT Payments invalid or unenforceable, in whole or in part, for any reason, the parties express their intentions to reform such payments so as to effectuate most closely the intent thereof (without increasing the amount of incentives being afforded herein) and so as to afford the Company and any Sponsor Affiliates with the benefits to be derived herefrom, the intention of the County being to offer the Company and such Sponsor Affiliates a strong inducement to locate the Project in the County. If the Economic Development Property is deemed to be subject to *ad valorem* taxation, this Fee Agreement shall terminate, and the Company and any Sponsor Affiliates shall pay the County regular *ad valorem* taxes from the date of termination, but with appropriate reductions equivalent to all tax exemptions which are afforded to the Company and such Sponsor Affiliates. Any amount determined to be due and owing to the County from the Company and such Sponsor Affiliates, with respect to a year or years for which the Company or such Sponsor Affiliates previously remitted FILOT Payments to the County hereunder, shall (i) take into account all applicable tax exemptions to which the Company or such Sponsor Affiliates would be entitled if the Economic Development Property was not and had not been Economic Development Property under the Act; and (ii) be reduced by the total amount of FILOT Payments the Company or such Sponsor Affiliates had made with respect to the Project pursuant to the terms hereof.

#### Section 4.02 Special Source Revenue Credits

(a) In accordance with and pursuant to Section 12-44-70 of the FILOT Act and Section 4-1-175 of the MCIP Act, in order to reimburse the Company for qualifying capital expenditures incurred for costs of the Infrastructure during the Standard Investment Period, the Company shall be entitled to receive, and the County agrees to provide, annual Special Source Revenue Credits against the Company's FILOT Payments for a period of five (5) consecutive years in an amount equal to forty percent (40%) of that portion of FILOT Payments payable by the Company with respect to the Project (that is, with respect to investment made by the Company in the Project during the Standard Investment Period), calculated and applied after payment of the amount due the non-host county under the MCIP Agreement.

(b) Notwithstanding anything herein to the contrary, under no circumstances shall the Company be entitled to claim or receive any abatement of *ad valorem* taxes for any portion of the investment in the Project for which a Special Source Revenue Credit is taken.

(c) In no event shall the aggregate amount of all Special Source Revenue Credits claimed by the Company exceed the amount expended with respect to the Infrastructure at any point in time. The Company shall be responsible for making written annual certification as to compliance with the provisions of the preceding sentence through the delivery of a certification in substantially the form attached hereto as Exhibit B.

(d) In the event the Company achieves the Contract Minimum Investment Requirement but subsequently fails to maintain the Contract Minimum Investment Requirement during the 5-year term of the Special Source Revenue Credits pursuant to Section 4.02(a) hereof, the Company shall not be entitled to receive or claim the Special Source Revenue Credit with respect to the year of such failure or for the remainder of the 5-year term of the Special Source Revenue Credit.

(e) As provided in Section 4-29-68 of the Code, to the extent any Special Source Revenue Credit is taken against fee in lieu of tax payment on personal property, and the personal property is removed from the Project at any time during the term of this Agreement (and not replaced with qualifying replacement property), the amount of the fee in lieu of taxes due on the personal property for the year in which the personal property was removed from the Project shall be due for the two (2) years immediately following such removal.

(f) Each annual Special Source Revenue Credit shall be reflected by the County Auditor or other authorized County official or representative on each bill for FILOT Payments sent to the Company by the County for each applicable property tax year, by reducing such FILOT Payments otherwise due by the amount of the Special Source Revenue Credit to be provided to the Company for such property tax year.

(g) The Special Source Revenue Credits are payable solely from the FILOT Payments, are not secured by, or in any way entitled to, a pledge of the full faith, credit or taxing power of the County, are not an indebtedness of the County within the meaning of any State constitutional provision or statutory limitation, are payable solely from a special source that does not include revenues from any tax or license, and are not a pecuniary liability of the County or a charge against the general credit or taxing power of the County.

#### Section 4.03 Failure to Achieve Minimum Investment Requirement

(a) In the event the Company, together with any Sponsor Affiliates, fails to meet the Contract Minimum Investment Requirement by the end of the Investment Period, this Fee Agreement shall terminate and the Company and such Sponsor Affiliates shall pay the County an amount which is equal to the excess, if any, of (i) the total amount of *ad valorem* taxes as would result from taxes levied on the Project by the County, municipality or municipalities, school district or school districts, and other political units as if the items of property comprising the Economic Development Property were not Economic Development Property, but with appropriate reductions equivalent to all tax exemptions and abatements to which the Company and such Sponsor Affiliates would be entitled in such a case, through and including the end of the Investment Period, over (ii) the total amount of FILOT payments the Company and such Sponsor Affiliates have made with respect to the Economic Development Property (after taking into account any Special Source Revenue Credits received) (such excess, a “*Deficiency Amount*”) for the period through and including the end of the Investment Period. Any amounts determined to be owing pursuant to the foregoing sentence shall be payable to the County on or before the one hundred twentieth (120<sup>th</sup>) day following the last day of the Investment Period.

(b) As a condition to the FILOT benefit provided herein, the Company agrees to provide the County Administrator, the County Assessor, the County Auditor and the County Treasurer with an annual certification as to investment in the Project. Such certification shall be in substantially the form attached hereto as Exhibit C, and shall be due no later than the May 1 following the immediately preceding December 31 of each year during the Investment Period.

#### Section 4.04 Removal of Equipment

Subject, always, to the other terms and provisions of this Fee Agreement, the Company and any Sponsor Affiliates shall be entitled to remove and dispose of components of the Project from the Project in its sole discretion with the result that said components shall no longer be considered a part of the Project and, to the extent such constitute Economic Development Property, shall no longer be subject to the terms of this Fee Agreement. Economic Development Property is disposed of only when it is scrapped or sold or removed from the Project. If it is removed from the Project, it is subject to *ad valorem* property taxes to the extent the Property remains in the State and is otherwise subject to *ad valorem* property taxes.

#### Section 4.05 FILOT Payments on Replacement Property

If the Company or any Sponsor Affiliate elects to replace any Removed Components and to substitute such Removed Components with Replacement Property as a part of the Economic

Development Property, or the Company or any Sponsor Affiliate otherwise utilizes Replacement Property, then, pursuant and subject to the provisions of Section 12-44-60 of the FILOT Act, the Company or such Sponsor Affiliate shall make statutory payments in lieu of *ad valorem* taxes with regard to such Replacement Property in accordance with the following:

(i) Replacement Property does not have to serve the same function as the Economic Development Property it is replacing. Replacement Property is deemed to replace the oldest Economic Development Property subject to the Fee, whether real or personal, which is disposed of in the same property tax year in which the Replacement Property is placed in service. Replacement Property qualifies as Economic Development Property only to the extent of the original income tax basis of Economic Development Property which is being disposed of in the same property tax year. More than one piece of property can replace a single piece of Economic Development Property. To the extent that the income tax basis of the Replacement Property exceeds the original income tax basis of the Economic Development Property which it is replacing, the excess amount is subject to annual payments calculated as if the exemption for Economic Development Property were not allowable. Replacement Property is entitled to treatment under the Fee Agreement for the period of time remaining during the Exemption Period for the Economic Development Property which it is replacing; and

(ii) The new Replacement Property which qualifies for the FILOT shall be recorded using its income tax basis, and the calculation of the FILOT shall utilize the millage rate and assessment ratio in effect with regard to the original property subject to the FILOT.

Section 4.06 Reductions in Payment of Taxes Upon Diminution in Value; Investment Maintenance Requirement

In the event of a Diminution in Value of the Economic Development Property, the Payment in Lieu of Taxes with regard to the Economic Development Property shall be reduced in the same proportion as the amount of such Diminution in Value bears to the original fair market value of the Economic Development Property as determined pursuant to Step 1 of Section 4.01(a) hereof; *provided, however*, that if at any time subsequent to the end of the Investment Period, the total value of the Project remaining in the County based on the original income tax basis thereof (that is, without regard to depreciation), is less than the FILOT Act Minimum Investment Requirement, then beginning with the first payment thereafter due hereunder and continuing until the Termination Date, the Project shall no longer be entitled to the incentive provided in Section 4.01, and the Company and any Sponsor Affiliate shall therefore commence to pay regular *ad valorem* taxes thereon, calculated as set forth in Section 4.01(b) hereof.

[End of Article IV]



## ARTICLE V

### PARTICULAR COVENANTS AND AGREEMENTS

#### Section 5.01 Cessation of Operations

Notwithstanding any other provision of this Fee Agreement, each of the Company and any Sponsor Affiliates acknowledges and agrees that County's obligation to provide the FILOT incentive may end, and this Fee Agreement may be terminated by the County, at the County's sole discretion, if the Company ceases operations at the Project; provided, however, that the Special Source Revenue Credits provided for in this Fee Agreement shall automatically terminate if the Company ceases operations as set forth in this Section 5.01. For purposes of this Section, "ceases operations" means closure of the facility or the cessation of production and shipment of products to customers for a continuous period of twelve (12) months. The provisions of Section 4.03 hereof relating to retroactive payments shall apply, if applicable, if this Fee Agreement is terminated in accordance with this Section prior to the end of the Investment Period. Each of the Company and any Sponsor Affiliates agrees that if this Fee Agreement is terminated pursuant to this subsection, that under no circumstance shall the County be required to refund or pay any monies to the Company or any Sponsor Affiliates.

#### Section 5.02 Rights to Inspect

The Company agrees that the County and its authorized agents shall have the right at all reasonable times and upon prior reasonable notice to enter upon and examine and inspect the Project. The County and its authorized agents shall also be permitted, at all reasonable times and upon prior reasonable notice, to have access to examine and inspect the Company's South Carolina property tax returns, as filed. The aforesaid rights of examination and inspection shall be exercised only upon such reasonable and necessary terms and conditions as the Company shall prescribe, and shall be subject to the provisions of Section 5.03 hereof.

#### Section 5.03 Confidentiality

The County acknowledges and understands that the Company and any Sponsor Affiliates may utilize confidential and proprietary processes and materials, services, equipment, trade secrets, and techniques (herein "Confidential Information"). In this regard, the Company and any Sponsor Affiliates may clearly label any Confidential Information delivered to the County "Confidential Information." The County agrees that, except as required by law, neither the County nor any employee, agent, or contractor of the County shall disclose or otherwise divulge any such clearly labeled Confidential Information to any other person, firm, governmental body or agency, or any other entity unless specifically required to do so by law. Each of the Company and any Sponsor Affiliates acknowledge that the County is subject to the South Carolina Freedom of Information Act, and, as a result, must disclose certain documents and information on request, absent an exemption. In the event that the County is required to disclose any Confidential Information obtained from the Company or any Sponsor Affiliates to any third party, the County agrees to provide the Company and such Sponsor Affiliates with as much advance notice as is reasonably possible of such requirement before making such disclosure, and to cooperate reasonably with any attempts by the Company and such Sponsor Affiliates to obtain judicial or other relief from such disclosure requirement.

#### Section 5.04 Limitation of County's Liability

Anything herein to the contrary notwithstanding, any financial obligation the County may incur hereunder, including for the payment of money, shall not be deemed to constitute a pecuniary liability or

a debt or general obligation of the County (it being intended herein that any obligations of the County with respect to the Special Source Revenue Credits shall be payable only from FILOT payments received from or payable by the Company or any Sponsor Affiliates); provided, however, that nothing herein shall prevent the Company from enforcing its rights hereunder by suit for *mandamus* or specific performance.

#### Section 5.05 Mergers, Reorganizations and Equity Transfers

Each of the Company and any Sponsor Affiliates acknowledges that any mergers, reorganizations or consolidations of the Company and such Sponsor Affiliates may cause the Project to become ineligible for negotiated fees in lieu of taxes under the FILOT Act absent compliance by the Company and such Sponsor Affiliates with the Transfer Provisions; provided that, to the extent provided by Section 12-44-120 of the FILOT Act or any successor provision, any financing arrangements entered into by the Company or any Sponsor Affiliates with respect to the Project and any security interests granted by the Company or any Sponsor Affiliates in connection therewith shall not be construed as a transfer for purposes of the Transfer Provisions. Notwithstanding anything in this Fee Agreement to the contrary, it is not intended in this Fee Agreement that the County shall impose transfer restrictions with respect to the Company, any Sponsor Affiliates or the Project as are any more restrictive than the Transfer Provisions.

#### Section 5.06 Indemnification Covenants

(a) Notwithstanding any other provisions in this Fee Agreement or in any other agreements with the County, the Company agrees to indemnify, defend and save the County, its County Council members, elected officials, officers, employees, servants and agents (collectively, the “Indemnified Parties”) harmless against and from all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done on the Project or the Land by the Company or any Sponsor Affiliate, their members, officers, shareholders, employees, servants, contractors, and agents during the Term, and, the Company further, shall indemnify, defend and save the Indemnified Parties harmless against and from all claims arising during the Term from (i) entering into and performing its obligations under this Fee Agreement, (ii) any condition of the Project, (iii) any breach or default on the part of the Company or any Sponsor Affiliate in the performance of any of its obligations under this Fee Agreement, (iv) any act of negligence of the Company or any Sponsor Affiliate or its agents, contractors, servants, employees or licensees, (v) any act of negligence of any assignee or lessee of the Company or any Sponsor Affiliate, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Company or any Sponsor Affiliate, or (vi) any environmental violation, condition, or effect with respect to the Project. The Company shall indemnify, defend and save the Indemnified Parties harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon, and upon notice from the County, the Company shall defend the Indemnified Parties in any such action, prosecution or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld).

(b) Notwithstanding the fact that it is the intention of the parties that the Indemnified Parties shall not incur pecuniary liability by reason of the terms of this Fee Agreement, or the undertakings required of the County hereunder, by reason of the granting of the FILOT, by reason of the execution of this Fee Agreement, by the reason of the performance of any act requested of it by the Company or any Sponsor Affiliate, or by reason of the County’s relationship to the Project or by the operation of the Project by the Company or any Sponsor Affiliate, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulations pertaining to the foregoing, nevertheless, if the County or any of the other Indemnified Parties should incur any such pecuniary liability, then in such event the Company shall indemnify, defend and hold them harmless against all claims by or on behalf of any person, firm or corporation, arising out of the same, and all costs and expenses incurred in connection

with any such claim or in connection with any action or proceeding brought thereon, and upon notice, the Company shall defend them in any such action or proceeding with legal counsel acceptable to the County (the approval of which shall not be unreasonably withheld); provided, however, that such indemnity shall not apply to the extent that any such claim is attributable to (i) the grossly negligent acts or omissions or willful misconduct of the County, its agents, officers or employees, or (ii) any breach of this Fee Agreement by the County.

(c) Notwithstanding anything in this Fee Agreement to the contrary, the above-referenced covenants insofar as they pertain to costs, damages, liabilities or claims by any Indemnified Party resulting from any of the above-described acts of or failure to act by the Company or any Sponsor Affiliate, shall survive any termination of this Fee Agreement.

#### Section 5.07 Qualification in State

Each of the Company and any Sponsor Affiliates warrant that it is duly qualified to do business in the State, and covenants that it will continue to be so qualified so long as it operates any portion of the Project.

#### Section 5.08 No Liability of County's Personnel

All covenants, stipulations, promises, agreements and obligations of the County contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the County and shall be binding upon any member of the County Council or any elected official, officer, agent, servant or employee of the County only in his or her official capacity and not in his or her individual capacity, and no recourse shall be had for the payment of any moneys hereunder against any member of the governing body of the County or any elected official, officer, agent, servants or employee of the County and no recourse shall be had against any member of the County Council or any elected official, officer, agent, servant or employee of the County for the performance of any of the covenants and agreements of the County herein contained or for any claims based thereon except solely in their official capacity.

#### Section 5.09 Assignment, Leases or Transfers

The County agrees that the Company and any Sponsor Affiliates may at any time (a) transfer all or any of their rights and interests under this Fee Agreement or with respect to all or any part of the Project, or (b) enter into any lending, financing, leasing, security, or similar arrangement or succession of such arrangements with any financing or other entity with respect to this Fee Agreement or all or any part of the Project, including without limitation any sale-leaseback, equipment lease, build-to-suit lease, synthetic lease, nordic lease, defeased tax benefit or transfer lease, assignment, sublease or similar arrangement or succession of such arrangements, regardless of the identity of the income tax owner of such portion of the Project, whereby the transferee in any such arrangement leases the portion of the Project in question to the Company or any Sponsor Affiliate or operates such assets for the Company or any Sponsor Affiliate or is leasing the portion of the Project in question from the Company or any Sponsor Affiliate. In order to preserve the FILOT benefit afforded hereunder with respect to any portion of the Project so transferred, leased, financed, or otherwise affected: (i) except in connection with any transfer to an Affiliate of the Company or of any Sponsor Affiliate, or transfers, leases, or financing arrangements pursuant to clause (b) above (as to which such transfers the County hereby consents), the Company and any Sponsor Affiliates, as applicable, shall obtain the prior consent or subsequent ratification of the County which consent or subsequent ratification may be granted by the County in its sole discretion; (ii) except when a financing entity which is the income tax owner of all or part of the Project is the transferee pursuant to clause (b) above and such financing entity assumes in writing the obligations of the Company or any Sponsor Affiliate, as the case may be, hereunder, or when the County

consents in writing, no such transfer shall affect or reduce any of the obligations of the Company and any Sponsor Affiliates hereunder; (iii) to the extent the transferee or financing entity shall become obligated to make FILOT Payments hereunder, the transferee shall assume the then current basis of, as the case may be, the Company or any Sponsor Affiliates (or prior transferee) in the portion of the Project transferred; (iv) the Company or applicable Sponsor Affiliate, transferee or financing entity shall, within sixty (60) days thereof, furnish or cause to be furnished to the County and the Department a true and complete copy of any such transfer agreement; and (v) the Company, the Sponsor Affiliates and the transferee shall comply with all other requirements of the Transfer Provisions.

Subject to County consent when required under this Section, and at the expense of the Company or any Sponsor Affiliate, as the case may be, the County agrees to take such further action or execute such further agreements, documents, and instruments as may be reasonably required to effectuate the assumption by any such transferee of all or part of the rights of the Company or such Sponsor Affiliate under this Fee Agreement and/or any release of the Company or such Sponsor Affiliate pursuant to this Section.

Each of the Company and any Sponsor Affiliates acknowledges that such a transfer of an interest under this Fee Agreement or in the Project may cause all or part of the Project to become ineligible for the FILOT benefit afforded hereunder or result in penalties under the FILOT Act absent compliance by the Company and any Sponsor Affiliates with the Transfer Provisions.

#### Section 5.10 Administration Expenses

The Company agrees to pay any Administration Expenses to the County when and as they shall become due, but in no event later than the date which is the earlier of any payment date expressly provided for in this Fee Agreement or the date which is forty-five (45) days after receiving written notice from the County, accompanied by such supporting documentation as may be necessary to evidence the County's or Indemnified Party's right to receive such payment, specifying the nature of such expense and requesting payment of same.

#### Section 5.11 Priority Lien Status

The County's right to receive FILOT payments hereunder shall have a first priority lien status pursuant to Sections 12-44-90(E) and (F) of the FILOT Act and Chapters 4, 49, 51, 53, and 54 of Title 12 of the Code.

#### Section 5.12 Interest; Penalties

In the event the Company or any Sponsor Affiliate should fail to make any of the payments to the County required under this Fee Agreement, then the item or installment so in default shall continue as an obligation of the Company or such Sponsor Affiliate until the Company or such Sponsor Affiliate shall have fully paid the amount, and the Company and any Sponsor Affiliates agree, as applicable, to pay the same with interest thereon at a rate, unless expressly provided otherwise herein and in the case of FILOT payments, of 5% per annum, compounded monthly, to accrue from the date on which the payment was due and, in the case of FILOT payments, at the rate for non-payment of *ad valorem* taxes under State law and subject to the penalties the law provides until payment.

#### Section 5.13 Sponsor Affiliates

The Company may designate from time to time any Sponsor Affiliates pursuant to the provisions of Sections 12-44-30(20) and 12-44-130 of the FILOT Act, which Sponsor Affiliates shall join with the

Company and make investments with respect to the Project, or participate in the financing of such investments, and shall agree to be bound by the terms and provisions of this Fee Agreement pursuant to the terms of a written joinder agreement with the County and the Company, in substantially the form set forth as Exhibit D attached hereto. The Company shall provide the County and the Department with written notice of any Sponsor Affiliate designated pursuant to this Section within ninety (90) days after the end of the calendar year during which any such Sponsor Affiliate has placed in service any portion of the Project, in accordance with Section 12-44-130(B) of the FILOT Act.

[End of Article V]

## ARTICLE VI

### DEFAULT

#### Section 6.01    Events of Default

The following shall be “Events of Default” under this Fee Agreement, and the term “Event of Default” shall mean, whenever used with reference to this Fee Agreement, any one or more of the following occurrences:

(a) Failure by the Company or any Sponsor Affiliate to make the FILOT Payments described in Section 4.01 hereof, or any other amounts payable to the County under this Fee Agreement when due, which failure shall not have been cured within thirty (30) days following receipt of written notice thereof from the County; provided, however, that the Company and any Sponsor Affiliates shall be entitled to all redemption rights granted by applicable statutes; or

(b) A representation or warranty made by the Company or any Sponsor Affiliate hereunder which is deemed materially incorrect when deemed made; or

(c) Failure by the Company or any Sponsor Affiliate to perform any of the terms, conditions, obligations, or covenants hereunder (other than those under (a) above), which failure shall continue for a period of thirty (30) days after written notice from the County to the Company and such Sponsor Affiliate specifying such failure and requesting that it be remedied, unless the Company or such Sponsor Affiliate shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the Company or such Sponsor Affiliate is diligently pursuing corrective action; or

(d) Failure by the County to perform any of the terms, conditions, obligations, or covenants hereunder, which failure shall continue for a period of thirty (30) days after written notice from the Company to the County and any Sponsor Affiliates specifying such failure and requesting that it be remedied, unless the County shall have instituted corrective action within such time period and is diligently pursuing such action until the default is corrected, in which case the 30-day period shall be extended to cover such additional period during which the County is diligently pursuing corrective action.

#### Section 6.02    Remedies Upon Default

(a) Whenever any Event of Default by the Company or any Sponsor Affiliate (the “*Defaulting Entity*”) shall have occurred and shall be continuing, the County may take any one or more of the following remedial actions as to the Defaulting Entity, only:

(i) terminate this Fee Agreement; or

(ii) take whatever action at law or in equity may appear necessary or desirable to collect the amounts due hereunder.

In no event shall the Company or any Sponsor Affiliate be liable to the County or otherwise for monetary damages resulting from the Company’s (together with any Sponsor Affiliates) failure to meet the Contract Minimum Investment Requirement other than as expressly set forth in this Fee Agreement.

In addition to all other remedies provided herein, the failure to make FILOT payments shall give rise to a lien for tax purposes as provided in Section 12-44-90 of the FILOT Act. In this regard, and

notwithstanding anything in this Fee Agreement to the contrary, the County may exercise the remedies that general law (including Title 12, Chapter 49 of the Code) provides with regard to the enforced collection of *ad valorem* taxes to collect any FILOT payments due hereunder.

(b) Whenever any Event of Default by the County shall have occurred or shall be continuing, the Company and any Sponsor Affiliate may take one or more of the following actions:

- (i) bring an action for specific enforcement;
- (ii) terminate this Fee Agreement as to the acting party; or
- (iii) in case of a materially incorrect representation or warranty, take such action as is appropriate, including legal action, to recover its damages, to the extent allowed by law.

Section 6.03 Reimbursement of Legal Fees and Expenses and Other Expenses

Upon the occurrence of an Event of Default hereunder by the Company or any Sponsor Affiliate, should the County be required to employ attorneys or incur other reasonable expenses for the collection of payments due hereunder or for the enforcement of performance or observance of any obligation or agreement, the County shall be entitled, within thirty (30) days of demand therefor, to reimbursement of the reasonable fees of such attorneys and such other reasonable expenses so incurred.

Section 6.04 No Waiver

No failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

[End of Article VI]

**ARTICLE VII**  
**MISCELLANEOUS**

Section 7.01    Notices

Any notice, election, demand, request, or other communication to be provided under this Fee Agreement shall be effective when delivered to the party named below or when deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party shall have previously furnished in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

If to the Company:

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

With a copy to (does not constitute notice):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to the County:

Oconee County  
Attn: County Administrator  
415 S. Pine Street  
Walhalla, SC 29691

With a copy to (does not constitute notice):

Oconee County  
Attn: County Attorney  
415 S. Pine Street  
Walhalla, SC 29691

Section 7.02    Binding Effect

This Fee Agreement and each document contemplated hereby or related hereto shall be binding upon and inure to the benefit of the Company and any Sponsor Affiliates, the County, and their respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Fee Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.



Section 7.03    Counterparts

This Fee Agreement may be executed in any number of counterparts, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 7.04    Governing Law

This Fee Agreement and all documents executed in connection herewith shall be construed in accordance with and governed by the laws of the State.

Section 7.05    Headings

The headings of the articles and sections of this Fee Agreement are inserted for convenience only and shall not be deemed to constitute a part of this Fee Agreement.

Section 7.06    Amendments

The provisions of this Fee Agreement may only be modified or amended in writing by any agreement or agreements entered into between the parties.

Section 7.07    Further Assurance

From time to time, and at the expense of the Company and any Sponsor Affiliates, the County agrees to execute and deliver to the Company and any such Sponsor Affiliates such additional instruments as the Company or such Sponsor Affiliates may reasonably request and as are authorized by law and reasonably within the purposes and scope of the FILOT Act and this Fee Agreement to effectuate the purposes of this Fee Agreement.

Section 7.08    Invalidity; Change in Laws

In the event that the inclusion of property as Economic Development Property or any other issue is unclear under this Fee Agreement, the County hereby expresses its intention that the interpretation of this Fee Agreement shall be in a manner that provides for the broadest inclusion of property under the terms of this Fee Agreement and the maximum incentive permissible under the FILOT Act, to the extent not inconsistent with any of the explicit terms hereof. If any provision of this Fee Agreement is declared illegal, invalid, or unenforceable for any reason, the remaining provisions hereof shall be unimpaired, and such illegal, invalid, or unenforceable provision shall be reformed to effectuate most closely the legal, valid, and enforceable intent thereof and so as to afford the Company and any Sponsor Affiliates with the maximum benefits to be derived herefrom, it being the intention of the County to offer the Company and any Sponsor Affiliates the strongest inducement possible, within the provisions of the FILOT Act, to locate the Project in the County. In case a change in the FILOT Act or South Carolina laws eliminates or reduces any of the restrictions or limitations applicable to the Company and any Sponsor Affiliates and the FILOT incentive, the parties agree that the County will give expedient and full consideration to reformation of this Fee Agreement, and, if the County Council so decides, to provide the Company and any Sponsor Affiliates with the benefits of such change in the FILOT Act or South Carolina laws.

Section 7.09    Termination by Company

The Company is authorized to terminate this Fee Agreement at any time with respect to all or part of the Project upon providing the County with thirty (30) days' written notice; *provided, however*, that (i) any monetary obligations existing hereunder and due and owing at the time of termination to a party

hereto (including without limitation any amounts owed with respect to Section 4.03 hereof); and (ii) any provisions which are intended to survive termination shall survive such termination. In the year following such termination, all property shall be subject to *ad valorem* taxation or such other taxation or fee in lieu of taxation that would apply absent this Agreement. The Company's obligation to make FILOT Payments under this Fee Agreement shall terminate in the year following the year of such termination pursuant to this section.

Section 7.10    Entire Understanding

This Fee Agreement expresses the entire understanding and all agreements of the parties hereto with each other, and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Fee Agreement or in certificates delivered in connection with the execution and delivery hereof.

Section 7.11    Waiver

Either party may waive compliance by the other party with any term or condition of this Fee Agreement only in a writing signed by the waiving party.

Section 7.12    Business Day

In the event that any action, payment, or notice is, by the terms of this Fee Agreement, required to be taken, made, or given on any day which is a Saturday, Sunday, or legal holiday in the jurisdiction in which the person obligated to act is domiciled, such action, payment, or notice may be taken, made, or given on the following business day with the same effect as if given as required hereby, and no interest shall accrue in the interim.

[End of Article VII]

**IN WITNESS WHEREOF**, the County, acting by and through the County Council, has caused this Fee Agreement to be executed in its name and behalf by the County Administrator and to be attested by the Clerk of the County Council; and the Company has caused this Fee Agreement to be executed by its duly authorized officer, all as of the day and year first above written.

**OCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Chairman of County Council

By: \_\_\_\_\_  
County Administrator

**ATTEST:**

\_\_\_\_\_  
Clerk to County Council of  
Oconee County, South Carolina

*[Signature Page 1 to Fee in Lieu of Tax and Special Source Revenue Credit Agreement]*

**COMPANY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

*[Signature Page 2 to Fee in Lieu of Tax and Special Source Revenue Credit Agreement]*

**EXHIBIT A**

**LEGAL DESCRIPTION**

*TO BE UPDATED –*  
181 Misty Drive, West Union, South Carolina  
TMS: 176-00-01-044

**EXHIBIT B**

**INFRASTRUCTURE INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of Oconee Force Holdings, LLC (the "**Company**"), do hereby certify in connection with Section 4.02 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of \_\_\_\_\_, 20\_\_ between Oconee County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) As of the date hereof, the aggregate amount of Special Source Revenue Credits previously received by the Company and any Sponsor Affiliates is \$\_\_\_\_\_.

(2) As of December 31, 20\_\_, the aggregate amount of investment in costs of Infrastructure incurred by the Company and any Sponsor Affiliates during the Investment Period is not less than \$\_\_\_\_\_.

(3) Of the total amount set forth in (2) above, \$\_\_\_\_\_ pertains to the investment in personal property, including machinery and equipment, at the Project. The applicable personal property, and associated expenditures, are listed below:

Personal Property Description

Investment Amount

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT C**

**INVESTMENT CERTIFICATION**

I \_\_\_\_\_, the \_\_\_\_\_ of Oconee Force Holdings, LLC (the "**Company**"), do hereby certify in connection with Section 4.03 of the Fee in Lieu of Tax and Special Source Revenue Credit Agreement dated as of \_\_\_\_\_, 20\_\_ between Oconee County, South Carolina and the Company (the "**Agreement**"), as follows:

(1) The total investment made by the Company and any Sponsor Affiliates in the Project during the calendar year ending December 31, 20\_\_ was \$\_\_\_\_\_.

(2) The cumulative total investment made by the Company and any Sponsor Affiliates in the Project from the period beginning \_\_\_\_\_, 20\_\_ (that is, the beginning date of the Investment Period) and ending December 31, 20\_\_, is \$\_\_\_\_\_.

All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

**IN WITNESS WHEREOF**, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT D**

**FORM OF JOINDER AGREEMENT**

Reference is hereby made to (i) that certain Fee Agreement effective as of \_\_\_\_\_, 20\_\_ (“Fee Agreement”), between Oconee County, South Carolina (“County”) and Oconee Force Holdings, LLC (“Company”).

1. **Joinder to Fee Agreement.** The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Fee Agreement, and (b) acknowledges and agrees that: (i) in accordance the Fee Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Act (as defined in the Fee Agreement); (ii) the undersigned qualifies or will qualify as a Sponsor Affiliate under the Fee Agreement and Sections 12-44-30(19), 12-44-30(20) and 12-44-130 of the Act; and (iii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Fee Agreement.
2. **Capitalized Terms.** All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Fee Agreement.
3. **Governing Law.** This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.
4. **Notice.** Notices under Section 7.01 of the Fee Agreement shall be sent to:

[ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

\_\_\_\_\_  
Date

[Project Red]  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Fee Agreement effective as of the date set forth above.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_



**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 6, 2023  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Council consideration to approve an ordinance and fee agreement between Project Red and Oconee County that provides a FILOT and SSRC for the project's expansion of their operations in Oconee County.

**BACKGROUND DESCRIPTION:**

Project Red is a national distributor of equipment and parts that is considering the expansion of its Oconee County operation. The proposed project would include the construction of a new 25,000 square foot building and the purchase of new equipment. The company has considered existing buildings and greenfield sites in other South Carolina and Georgia communities. If the project proceeds, it is expected to result in a capital investment of more than \$4,500,000 and 10 new jobs.

The Oconee Economic Alliance (OEA) has been working the company since January 2023 and discussing with them incentives for the expansion. OEA has recommended the following incentives to assist Project Red with an expansion in Oconee County.

1. A 30-Year FILOT that will provide a reduced assessment rate from 10.5% to 6% on the project's personal property, a guaranteed assessment rate of 6% on the project's real property and a fixed millage rate of 214.9 mills for the term of the agreement.
2. A 5-Year SSRC that will provide a credit of 40% annually against the FILOT payments.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

- Existing industry is our top priority and we should provide assistance to industrial businesses that choose to remain and grow their operations in the county.
- Project Red is a small business and it is important that we support this vital sector of our economy.
- The project's move into a new building will make an existing building available for a new or expanding business.

**FINANCIAL IMPACT [Brief Statement]:**

- The project is expected to generate approximately \$440,000 in property taxes over the first 10 years, \$979,000 over 20 years and \$1,500,000 over 30 years.
- The FILOT and SSRC represent an incentive or property tax reduction of approximately \$156,000 over the first 10 years, \$250,000 over 20 years and \$410,000 over 30 years from the standard ad valorem taxes.

   Check here if Item Previously approved in the Budget. No additional information required.

**Approved by:** \_\_\_\_\_ **Finance**

**ATTACHMENTS**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda. A calendar with due dates marked may be obtained from the Clerk to Council.*

**STAFF RECOMMENDATION [Brief Statement]:**

It is the staff's recommendation that Council approve the ordinance and fee agreement for Project Red.

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

\_\_\_\_\_  
**Jamie Gilbert, Economic Development Director**

\_\_\_\_\_  
**Amanda F. Brock, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda. A calendar with due dates marked may be obtained from the Clerk to Council.*

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2024-10**

**AN ORDINANCE ESTABLISHING A BUDGETARY  
INCREASE LIMITATION FOR OCONEE COUNTY, SOUTH  
CAROLINA; AND OTHER MATTERS RELATED  
THERE TO.**

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

**WHEREAS**, the Oconee County Council recognizes the need to balance fiscal responsibility with the essential services required by its residents, and therefore seeks to implement budgetary measures that ensure sustainable growth and efficient allocation of resources while maintaining the quality of life and services expected by its citizens;

**WHEREAS**, the principles of transparent and accountable governance underpin the actions of the Oconee County Council, and it is imperative that fiscal policies, including limitations on budgetary increases, are clearly communicated and rooted in measurable economic indicators to uphold public trust and ensure equitable distribution of the tax burden.

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. **General Fund growth limitation.** In addition to the millage increase limitation found in S.C. Code § 6-1-320 (“State Millage Cap”), any increase in the General Fund Operating Budget of the annual Oconee County budget (see S.C. Code § 4-9-140) is limited by the following formula (the “General Fund Growth Limitation”):

Any increase in the General Fund of the County’s annual budget, measured from one fiscal year to the next, is limited to an amount that is equal to or less than the percentage reflecting the County’s population growth, as measured by the percentage change in the population of the County from the previous year, as determined by the South Carolina Revenue and Fiscal Affairs Office, plus inflation, as measured by the percentage change in the Consumer Price Index (CPI) from the previous year, as determined by the South Carolina Revenue and Fiscal Affairs Office.

2. **Exceptions to General Fund Growth Limitation.** The General Fund Growth Limitation may be suspended upon a two-thirds vote of County Council for the following purposes:
  - a. To address a deficiency from the preceding fiscal year;

- b. To address an emergency or exigent circumstance that is outside of the control of the County Council, such as a natural disaster, severe weather event, act of God, act of terrorism, fire, war, riot, or other similar event;
  - c. To comply with a court order or decree;
  - d. To comply with a regulation promulgated or a statute enacted by the federal or state government after enactment of this Ordinance;
  - e. In order to effectively capture, or not lose by operation of time, any needed and available millage increase under the State Millage Cap.
  - f. To address unforeseeable budgetary needs;
3. **Carry forward provision.** Any portion of the General Fund Growth Limitation that is not utilized during the subject fiscal year may be carried forward for a period not exceeding three subsequent fiscal years. When any carried forward General Fund Growth Limitation is used, the oldest applicable fiscal year's carried forward percentage shall be used and commensurately reduced first. The General Fund Growth Limitation will, however, always be measured without regard to any carried forward amounts.
4. **State law.** To the extent that application of this Ordinance, in whole or in part, contravenes state law, specifically including the State Millage Cap, state law shall control.
5. **Miscellaneous:**
- a. **Severability.** Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by a court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
  - b. **Repealer.** All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by the County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

*[Signatures on Following Page]*

**ATTEST:**

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Jennifer C. Adams  
Clerk to Oconee County Council

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Matthew M. Durham  
Chair, Oconee County Council

First Reading: February 06, 2024  
Second Reading: February 20, 2024  
Third Reading: March 5, 2024  
Public Hearing: March 5, 2024

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2024-04**

**AN ORDINANCE AMENDING CHAPTER 32 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING THE ESTABLISHMENT OF A COMMERCIAL JUNKYARD ORDINANCE, TO BE ENTITLED “COMMERCIAL JUNKYARDS”; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

**WHEREAS**, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (“Code of Ordinances”), as amended;

**WHEREAS**, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use standards in the unincorporated areas of the County;

**WHEREAS**, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, Chapter 32 of the Code of Ordinances by adding an ordinance regulating commercial junkyards in the unincorporated areas of the County, such ordinance to be entitled “Commercial Junkyards,” a copy of which is attached hereto as Exhibit A; and

**WHEREAS**, County Council has therefore determined to modify Chapter 32 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

**NOW THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Chapter 32 of the Code of Ordinances is hereby revised by adding Article X, entitled “Commercial Junkyards,” as shown on Exhibit A, which is attached hereto and incorporated herein by reference.

2. County Council hereby approves and adopts Exhibit A, and directs that it be codified in Chapter 32, Article X of the Oconee County Code of Ordinances.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing contained herein, however, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior land use provision, or decision of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

5. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Chapter 32, not amended hereby, directly or by implication, shall remain in full force.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by County Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

First Reading:        March 05, 2024  
Second Reading:     March 19, 2024  
Third Reading:        April 02, 2024  
Public Hearing:        April 02, 2024

Exhibit A

*[See Attached]*



EXHIBIT A TO ORDINANCE 2024-04  
DRAFT OF COMMERCIAL JUNKYARD ORDINANCE

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**CHAPTER 32**

**ARTICLE X. - COMMERCIAL JUNKYARDS**

**Sec. 32-751. - Findings.**

The County finds that Commercial junkyards:

- a) Provide a necessary service to County residents; and
- b) Contribute to the economy and tax base of the County; yet
- c) Pose a potential hazard to the health, safety, and general welfare of the citizens of the County;
- d) Can depreciate the value of surrounding property;
- e) Can attract and harbor mosquitoes or other insects, snakes, rats, and other pests and vermin;
- f) Pose a potential threat of injury to children and other individuals who may be attracted to the premises; and
- g) Can be a visual blight and depreciative to the aesthetic quality of the environment of the County.

**Sec. 32-752. - Purpose.**

- a) The purpose of this Article is to provide for the regulation of existing and proposed Commercial junkyards under the Unified Performance Standards contained in Chapter 32 of the Oconee County Code of Ordinances.
- b) S.C. Code Sections 4-9-25 and 4-9-30 give Oconee County the authority to enact regulations, resolutions, and ordinances relating to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein. In order to accomplish these purposes, the County Council enacts these regulations with respect to Commercial junkyards.
- c) It shall be unlawful for any person, corporation, or other business entity to maintain a Commercial junkyard except pursuant to the provisions of this Article.

**Sec. 32-753. - Definitions.**

As used in this Article, the following terms shall have the meanings given below:

*Commercial junkyard* shall mean any land or area used, in whole or in part, as a business with the intent to generate revenue from the storage, handling, or selling of *Junk*. This definition does not include facilities which are an essential part of wrecker, towing, or impoundment services, or County-operated or approved and permitted sanitary landfills. Further excluded from this Article are temporary business operations such as garage or yard sales, which are related to a specific event of a limited time and limited duration.

*Fence* shall mean a substantial, continuous barrier constructed in a commercially appropriate and sound manner and extending from the surface of the ground to a uniform height of not less than six feet. The finished side of the *Fence* shall face the public and be constructed of treated lumber, stockade, masonry, chain link, woven wire, or other approved material. Fabric *Fences* shall be not allowed.

*Junk* shall mean, by way of example and not limitation: abandoned barrels or drums; dismantled or inoperable industrial or commercial equipment or machinery being salvaged for parts; and the following old, scrap, or used items: metal; rope; rags; batteries; tires; paper; cardboard; plastic; rubber; pallets; appliances; motors; industrial or commercial fixtures; rubbish and trash; debris; wrecked, dismantled, or disabled motor vehicles, watercraft, and aircraft, or parts thereof; and other old or scrap ferrous or nonferrous material.

*Public building* shall mean any building owned, leased, held, or operated by the United States, the state, the County, a city, a special purpose district, or any local, state, or federal governmental agency or political subdivision, which building is used for a governmental or other public purpose.

*Right-of-way* shall denote the limits of public and private roads, including the full property interest or easement area thereof. On County roads, when there is no deeded *Right-of-way* or similar instrument governing road access and use, the *Right-of-way* shall include all portions of the road used for travel, maintenance, and support, and including all accessory structures and features.

*Scenic highway/scenic byway* shall mean a road or highway under federal, state, or County jurisdiction that has been so designated through legislation, ordinance, or other official declaration because of its scenic, historic, recreational, cultural, archeological, or natural qualities. An official declaration is an action taken by an individual, board, committee, or political subdivision acting with the granted authority on behalf of the federal, state or County government.

*Setback* shall refer to the required minimum distance, as established in this Article, between a *Fence* and the nearest property line, *Right-of-way*, body of water, *Scenic highway/scenic byway*, or heritage corridor.

*Temporary storage service* shall be defined as not exceeding 90 days from the date possession or custody of the vehicle is obtained, except when possession is pursuant to a court order.

*Wrecker, towing and impoundment service* shall mean an establishment or place of business that provides towing or *Temporary storage services* for currently licensed and currently registered vehicles that have been wrecked or repossessed, or whose possession is by virtue of court order, a copy of which is in the possession of the proprietor of such service or affixed to the vehicle.

#### **Sec. 32-754. - Regulation of Commercial Junkyards.**

- a) Every *Commercial junkyard* must be enclosed on all sides by a *Fence* that is not less than six feet in height. Commercially reasonable efforts, made in good faith and appropriate to the nature of the operation as carried out in a customary and safe manner, must be employed so that the *Fence*, along with adjacent vegetation (either existing or planted for these purposes), conceals the view of all *Junk* from public roads and private property. Further, the *Fence* shall be constructed and maintained so that the *Commercial junkyard* has an established barrier to deter access by children or other trespassers.
- b) Each *Commercial junkyard Fence* shall be *Setback* as follows:
  - (1) Subject to the provisions of S.C. Code Section 57-27-10, et seq. (the South Carolina “Junkyard Control Act”), two hundred and fifty feet from all *Rights-of-*

- way held by the federal or state government, including any agency thereof.
- (2) One hundred (100) feet from the *Rights-of-way* of all County roads.
  - (3) Fifty (50) feet from all property lines.
  - (4) One hundred (100) feet from the ordinary high-water mark of all bodies of water, including, by way of example and not limitation, lakes, bays, ponds, rivers, streams, creeks, and reservoirs.
  - (5) Five hundred (500) feet from all designated *Scenic highways/scenic byways*.
  - (6) Five hundred (500) feet from any federally designated heritage corridor.

If more than one *Setback* requirement applies, the greater distance shall be enforced.

- c) No *Commercial junkyard* shall be located within 1,000 feet of a church, school, daycare center, nursing home, health care facility, hospital, *Public building*, or public recreation facility.
- d) All *Junk* shall be stored within the *Fenced* area of the *Commercial junkyard*. The *Setback* area, being the area between the required *Fence* and the roadway, waterway, property line, etc., shall be maintained in a clean manner and shall not be used for storing, loading, or unloading *Junk*.
- e) Each *Commercial junkyard* shall apply to the South Carolina Department of Health and Environmental Control (DHEC) for an appropriate National Pollutant Discharge Elimination System (NPDES) permit, unless the applicant can show that an NPDES permit is not required by DHEC for the subject *Commercial junkyard*. The NPDES permit must be appropriately maintained during the course of operations.
- f) Each *Commercial junkyard* shall comply with all applicable chapters of the International Fire Code with South Carolina modifications, along with all applicable statutory and regulatory laws addressing the handling, storage, and disposal of hazardous waste, along with any applicable manufacturer's instructions and industry standards.
- g) Electric vehicle batteries shall not be stored or handled at a *Commercial junkyard* unless such storage or handling is expressly permitted by, and such activity is done in strict compliance with, applicable hazardous waste regulations promulgated by the South Carolina Department of Health and Environmental Control (DHEC), or its successor agency, the United States Environmental Protection Agency (EPA), and any other entity of competent jurisdiction. Electric vehicle batteries are generally considered "Universal Waste" by the EPA and DHEC due to, among other factors, characteristics of ignitability and reactivity, and consequently must be carefully managed. Current DHEC regulations governing the handling of Universal Waste are located at S.C. Code Ann. Regs. 61-79.273.1, *et seq.*

**Sec. 32-755. - Existing nonconforming Commercial Junkyards in existence prior to the enactment of these Commercial Junkyard regulations.**

- (a) Any existing *Commercial junkyard* that can provide documentary proof of ongoing operations occurring prior to the date this Article is enacted has eight (8) months from the date this Article is enacted ("*Registration deadline*") to register the *Commercial junkyard* with the County in order to obtain grandfathered status. The County will identify and track the subject property as a "*Commercial junkyard*." Any existing *Commercial junkyard* not registered by the *Registration deadline* will not obtain, and will lose, grandfathered status.
- (b) Any existing *Commercial junkyard* that is registered as an existing *Commercial junkyard* by the *Registration deadline* shall be deemed a "*Nonconforming Commercial Junkyard*," and shall be exempt from the requirements of Section 32-754 (a) through (d) of this

Article. All *Commercial junkyards*, however, shall comply with Section 32-754 (e) through (g).

- (c) Any existing *Commercial junkyard* that is registered as an existing *Commercial junkyard* by the *Registration deadline* will be treated as a *Nonconforming Commercial junkyard*, unless or until one of the following conditions arise:
  - 1. Operations are abandoned for a period of twelve (12) months or more.
  - 2. The storage or handling area reserved for *Junk* is expanded by fifteen (15%) percent or more.
  - 3. Operations expand beyond the original footprint to cross a road, or drive, or driveway- which services non-related parcels, or expands into a separate parcel of land.
  - 4. A government agency or court of competent jurisdiction issues an order or similar enforcement document, finding a health or safety violation at the *Nonconforming Commercial junkyard*, which is the second such enforcement action at the *Nonconforming Commercial junkyard* within a twelve (12) month period.
- (d) Once a *Nonconforming Commercial junkyard* loses its grandfathered status as a result of a condition noted in Section 32-755 (a) and (c), it must comply with the terms of this Article and the following provisions from Section 32-754 shall apply:
  - 1. Section 32-754 (a) – Regarding Fencing. All *Fencing* requirements shall apply. The business shall have eighteen (18) months after losing grandfathered status to comply with the *fencing* requirements.
  - 2. Sections 32-754 (b) and (c) – Regarding Setbacks. All *Setbacks* shall apply, unless the formerly grandfathered *Commercial junkyard* had existing setbacks of less than the Article requirements, at which point, no future expansion into, and in the direction of, the *Setbacks* stated in this Article is permitted.
  - 3. Section 32-754 (d) through (g) shall apply as written.

### **Sec. 32-756. - Provisions for administration.**

- (a) No person shall maintain a *Commercial junkyard* except and unless the owner or operator has an approved *Commercial junkyard* Registration or Application, as appropriate to the nature of the operation, from the County Planning Department.
  - 1. A *Commercial junkyard* Application shall consist of:
    - i. A properly completed application form submitted to the County Planning Department. The County Planning Department shall furnish the application form.
    - ii. A site plan showing all required items from Section 32-754 (a) through (d).
    - iii. All necessary permits from governing federal, state, or local authorities.
    - iv. A certificate of compliance prior to starting operations.
  - 2. A *Nonconforming Commercial junkyard* Registration shall consist of:
    - i. A properly completed registration form submitted to the County Planning Department. (Note the timing requirements established in Section 32-755(A), above.) The County Planning Department shall furnish the registration form.
    - ii. Provide a site plan showing the area being utilized as a *Commercial junkyard*; the site plan will establish the boundaries of the *Commercial junkyard* and will control future expansion.
- (b) Fees, if any, for the required Registration or Application, as appropriate to the nature of the operation, shall be established and published by the County Council.
- (c) The enforcement of this Article shall be the responsibility of the County Planning Director or their designee.
- (d) Any applicant or other affected party shall have the right to appeal a decision of the Planning

Director to the County Planning Commission.

- (e) Penalties for noncompliance. Any violation of this Article shall be a misdemeanor and, upon conviction, is punishable to the full extent of the jurisdictional limits of magistrate courts located in the County. Additionally, or alternatively, the County may pursue civil litigation to compel compliance, including the pursuit of injunctive relief, damages, and other available relief.

### **Sec. 32-757. - Site Remediation**

- (a) An applicant for a new *Commercial junkyard* or expansion of an existing *Nonconforming Commercial junkyard* (see section 32-755(c) and (d)) must submit a proposed “Site Remediation Plan” for implementation at the end of operations of the *Commercial Junkyard*. The plan must include, at a minimum, the following information:
  1. Proposed practices, policies, procedures, and timelines to remove and properly dispose of all remaining *Junk*;
  2. Plans for an environmental assessment of the property, including the planned methods of mitigation and treatment in relation to any soil, subsurface / ground water, or other type of contamination;
  3. Manner and type of revegetation and restoration of the *Commercial junkyard* area to stabilize the soil and minimize erosion, protect water quality, and to otherwise minimize any negative environmental impact resulting from the *Commercial junkyard* use;
  4. Method of compliance with DHEC environmental regulations, including NPDES permitting requirements, as applicable; and
  5. Method of ensuring the site is secure to protect it from looting, loitering, trespassing, and similar activities.
- (b) The site remediation plan must provide that the remediation activities will be completed within six (6) months after the closing of, or ceasing operations at, the *Commercial junkyard*.

### **Sec. 32-758. - Bonding**

An applicant for a new *Commercial junkyard* or expansion of an existing *Nonconforming Commercial junkyard* shall file with the Planning Director, and maintain in force, a performance bond to ensure the satisfactory completion of the Site Remediation Plan. All bonds must be in favor of Oconee County with acceptable surety provisions and procedures, as determined in Oconee County’s sole discretion. The amount of each bond must be sufficient to ensure the appropriate remediation of the entire area of the *Commercial Junkyard*, consistent with the approved Site Remediation Plan.

### **Sec. 32-759 through Sec. 32-800 – Reserved.**

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2024-09**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE OCONEE JOINT REGIONAL SEWER AUTHORITY FOR THE PURPOSE OF SEWER INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE SENACA RAIL PARK; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, is the owner of an industrial and business park known as the Seneca Rail Park (“County Property”);

**WHEREAS**, the Oconee Joint Regional Sewer Authority (“OJRSA”) wishes to acquire from the County, and the County wishes to grant to OJRSA, certain easement rights for the construction, maintenance, alteration, and replacement of sewer infrastructure under and through certain portions of the County Property (collectively, the “Easements Rights”);

**WHEREAS**, the form, terms, and provisions of the Sewer Infrastructure Easement Agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

**WHEREAS**, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

**NOW, THEREFORE**, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.
5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

First Reading:      March 05, 2024  
Second Reading:    March 19, 2024  
Third Reading:      April 02, 2024  
Public Hearing:      April 02, 2024

2024-09 EXHIBIT A

STATE OF SOUTH CAROLINA                    )  
  )  
  )     **SEWER INFRASTRUCTURE EASEMENT AGREEMENT**  
COUNTY OF OCONEE                                    )

KNOW ALL MEN BY THESE PRESENTS that Oconee County, a body politic and corporate and a political subdivision of the State of South Carolina (hereinafter “Grantor”) in consideration of the sum of one (\$1) dollar and other valuable consideration, paid by the Oconee Joint Regional Sewer Authority (hereinafter “Grantee”), the receipt of which is acknowledged, does hereby grant and convey to Grantee, its successors and assigns, a non-exclusive easement over certain lands of Grantor commonly known as the Seneca Rail Park (tax parcel numbers 240-00-04-014 and 540-36-10-017), lying and being situate in the County and State aforesaid, such easement areas being more particularly shown on a survey by \_\_\_\_\_, dated \_\_\_\_\_, which is attached hereto as Exhibit A and incorporated herein by this reference (the “Easement Premises”).

Grantor warrants that it may legally grant an easement with respect to the Easement Premises.

The easement acquired herein is and does convey to Grantee, its successors and assigns, the following rights:

- a) The right and privilege of entering upon the Easement Premises to construct, maintain, and operate within the limits of the same pipelines, manholes, and any other adjuncts deemed by Grantee to be commercially and reasonably necessary for the purpose of conveying sanitary sewage and industrial waste, and to make such relocations, changes, renewals, substitutions, replacements, and additions within the Easement Premises from time to time as deemed necessary by Grantee and as consented to by Grantor in writing, which consent shall not be unreasonably withheld, delayed, or conditioned.
- b) The right, at all times, with prior written approval by Grantor, to keep cut away and clear of the said Easement Premises any trees, shrubs, crops, or other vegetation whose root system may reasonably be expected to endanger or injure the pipelines or their appurtenances, or to interfere in their proper operation or maintenance.
- c) The right of ingress or egress from the Easement Premises over and across other lands of Grantor by means of existing roads, routes or drives, as shall occasion the least practical damage and inconvenience to Grantor and provided further that such right of ingress and egress shall not extend to any portion of the Easement Premises which is reasonably accessible or adjacent to any public road or highway at such place that access may be had therefrom. If Grantee finds it necessary to cross other lands of Grantor, then Grantee will receive prior written approval and will be responsible for any damages done to such land, growing crops, trees, fences, driveways, etc. resulting from the exercise of its right of ingress and egress.
- d) All merchantable or reasonably usable (as determined by Grantor in its sole discretion) timber removed from the Easement Premises during construction of the system or during subsequent maintenance or repair thereof shall, upon written request of Grantor, be cut in such lengths and placed in such locations as directed by Grantor. Grantor shall give such notice of the desire to salvage such removed trees and timber and the length at which same is to be cut, in writing to the Oconee Joint Regional Sewer Authority, 623 Return Church Road Seneca, South Carolina 29678.
- e) SPECIAL CONDITIONS: N/A

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grantor retains all rights to the Easement Premises not inconsistent with the rights of Grantee set forth herein. Additionally, Grantor consents to the following:

- 1) Grantor shall not damage or cause to be damaged through acts of Grantor any of the pipelines or appurtenances of the system.
- 2) No building or structures, pipes or underground lines, ponds or lakes, shall be constructed by Grantor within the Easement Premises without first obtaining the prior written consent of Grantee, which shall not be unreasonably withheld, delayed, or conditioned.



- 3) Grantor shall not excavate or fill within the Easement Premises or cause a substantial change in the topographical features of the Easement Premises as it exists on the date of these presents without first obtaining the prior written consent of Grantee, which shall not be unreasonably withheld, delayed, or conditioned. Any street, road, drive, or right-of-way constructed by Grantor over, through or across the Easement Premises shall be done at the peril of Grantor. Therefore, Grantee shall not be responsible for any damage done to any such street, road or drive should it become necessary to disturb the same to effect relocations, changes, renewals, substitutions, replacements, or maintenance of the said lines or appurtenances thereto, unless such relocation, change, renewal, substitution, replacement, or maintenance is occasioned by the negligence or willful misconduct of Grantee.

In addition to the consideration paid by Grantee herein to Grantor for the granting of this easement, Grantee agrees to the following:

- a) To replace and restore any grasses, ornamental shrubs, bushes, or trees located in or about the Easement Premises which were destroyed or damaged during construction or maintenance of the pipeline or its appurtenances.
- b) To replace driveways, fences, sidewalks, curbing, and parking areas disturbed or damaged during initial construction, maintenance, or repair of the sewer pipeline or its appurtenances.
- c) To pay to Grantor any damages occasioned by the destruction of or injury to any growing crops located and situate on or about the Easement Premises occasioned by Grantee going upon the Easement Premises to maintain the said line or its appurtenances, including but not limited to such destruction during the exercise of Grantee's rights of ingress and egress to the Easement Premises.
- d) Upon completion of construction, or upon completion of any subsequent maintenance, change, or relocation within the Easement Premises, Grantee shall cause the area within the Easement Premises disturbed by such construction or maintenance to be sowed in ground cover.
- e) To allow Grantor to connect and attach onto the sewer line(s), in accordance with current rules, regulations, and fees currently charged to users of the same class, such connection shall be according to regulations, standards, and specifications promulgated, and plans approved, by Grantee. In addition, Grantee covenants that the user's charge applicable to Grantor shall not be greater than charges made to others of that class of use similar to Grantor, regardless of location.
- f) Grantee shall indemnify, defend, and hold Grantor, its representatives, agents, employees, successors, and assigns harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings of any nature, including, without limitation, for injury to any persons (including death) or property which may have arisen, or be claimed to have arisen, from or out of (i) any damage, accident, injury, or other similar occurrence in or on Grantor's property, including the Easement Premises, due to Grantee's negligence or misconduct or (ii) the use, maintenance, or repair of the Easement Premises by Grantee, its guests, invitees, agents, or contractors.
- g) The easement rights herein given shall not be exercised by Grantee in a manner so as to prevent or unreasonably interfere with the use and enjoyment of Grantor's property, including the Easement Premises, by Grantor, its employees, servants, agents, guests, and invitees.
- h) The items to be constructed, installed, operated, and maintained on the Easement Premises shall be constructed, installed, operated, and maintained in a safe manner, consistent with all applicable laws, industry standards, and manufacturers' requirements.
- i) Any damage to Grantor's property caused by Grantee's activities, shall be replaced or repaired by Grantee to the satisfaction of Grantor.
- j) Grantee shall not place, keep, store, or permit to be placed, kept, or stored on Grantor's property any equipment or materials except during the times Grantee's employees or agents are physically present and conducting activities permitted under this agreement.
- k) The easement rights granted hereby shall be perpetual and run with the land except that they shall automatically terminate should Grantee, or any of its successors or assigns, cease to operate on or otherwise entirely abandon the Easement Premises and/or any items located thereon for a period of one (1) year or more.

Any rights to the Easement Premises not specifically granted to Grantee herein, are reserved to Grantor, its successors or assigns.

Subject to the terms of subsection (k) above, the failure of Grantor or Grantee to exercise any rights granted herein shall not be construed as a waiver or abandonment of such rights thereafter at any time, and from time to time to exercise any and all of them.

IN WITNESS WHEREOF, Grantor and Grantee have hereunto placed their Hands and affixed their Seals, individually or by their officer(s) and agent(s) authorized to do so, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SIGNED sealed and delivered  
In the presence of:

\_\_\_\_\_  
1st Witness Signature (1) \_\_\_\_\_  
Grantor Signature

\_\_\_\_\_  
1st Witness Name (Printed) Grantor Name (Printed)

\_\_\_\_\_  
2nd Witness Name (2) \_\_\_\_\_  
Grantee Signature

\_\_\_\_\_  
2nd Witness Name (Printed) Grantee Name (Printed)

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF OCONEE )  
PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned, who being duly sworn says that (s)he saw the above-endorsed Grantor \_\_\_\_\_ and sign, seal, and as the act and deed of said Grantor deliver the within written instrument for the uses and purposes set forth therein, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public of South Carolina (SEAL) \_\_\_\_\_  
(Witness)

My Commission Expires: \_\_\_\_\_

STATE OF SOUTH CAROLINA )  
)  
COUNTY OF OCONEE )  
PROBATE

PERSONALLY APPEARED BEFORE ME, the undersigned, who being duly sworn says that (s)he saw the above-endorsed Grantee \_\_\_\_\_ and sign, seal, and as the act and deed of said Grantee deliver the within written instrument for the uses and purposes set forth therein, and that the Deponent, together with the second witness above subscribed, witnessed the execution thereof.

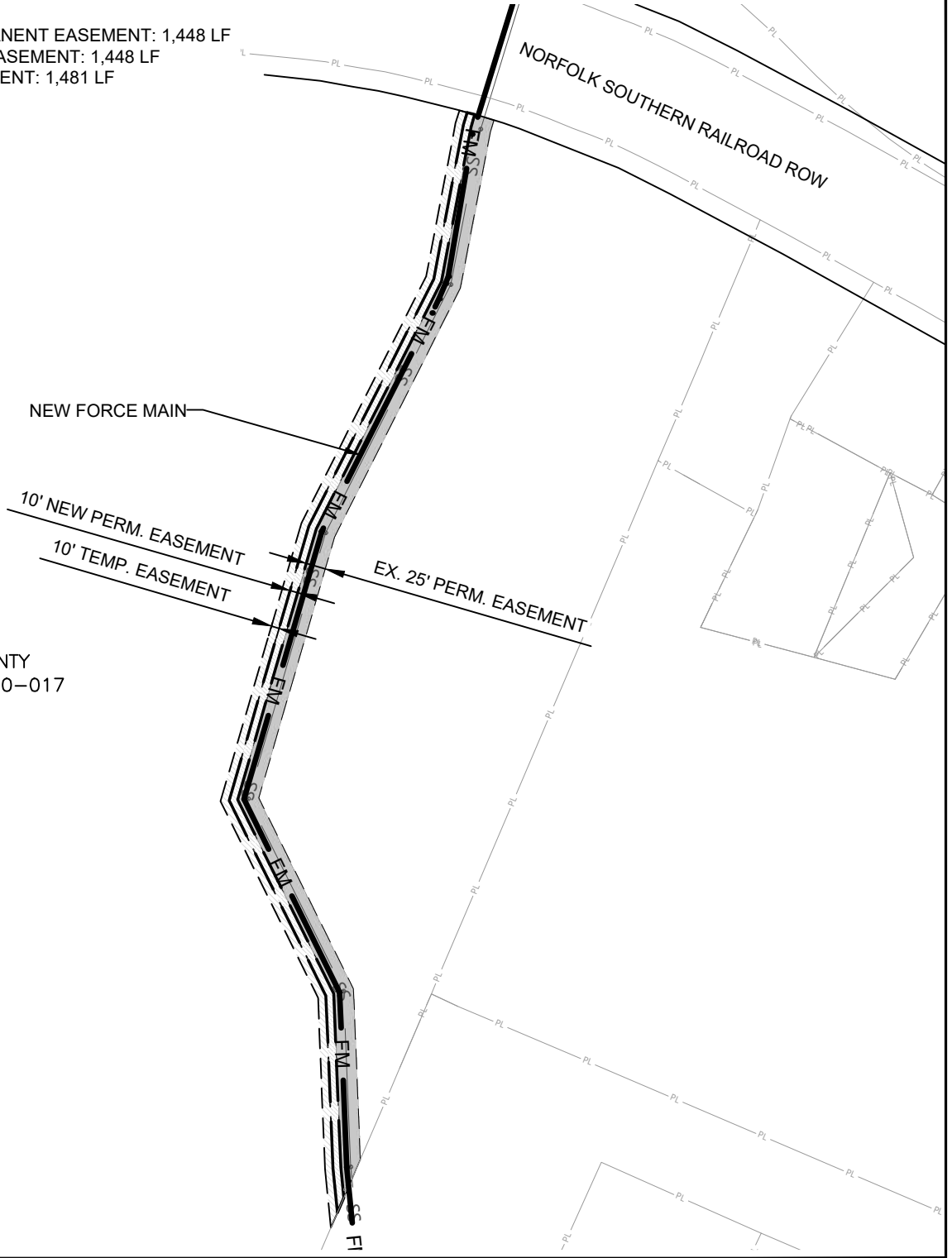
Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public of South Carolina (SEAL) \_\_\_\_\_  
(Witness)

My Commission Expires: \_\_\_\_\_



LENGTH OF EXISTING PERMANENT EASEMENT: 1,448 LF  
 LENGTH NEW PERMANENT EASEMENT: 1,448 LF  
 LENGTH TEMPORARY EASEMENT: 1,481 LF

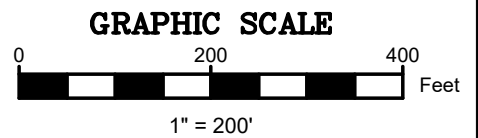


N/F  
 OCONEE COUNTY  
 TMS# 520-36-10-017  
 D.B., PG  
 C.P., PG

STATE OF SOUTH CAROLINA  
 OCONEE COUNTY

MAP OF THE APPROXIMATE LOCATION OF THE  
 PERMANENT AND TEMPORARY EASEMENT  
 ACROSS THE PROPERTY OF: OCONEE COUNTY

EXISTING PERMANENT EASEMENT: 35,565 S.F. (0.82 AC)  
 NEW PERMANENT EASEMENT: 14,602 S.F. (0.32 AC)  
 TEMPORARY EASEMENT: 14,827 S.F. (0.34 AC)



SENECA CREEK FM REPLACEMENT  
 SENECA, SOUTH CAROLINA

**EXHIBIT: A**

EASEMENT EXHIBIT

GMC # CGRE220055  
 DATE: 01/26/2023  
 DRAWN BY: JLM

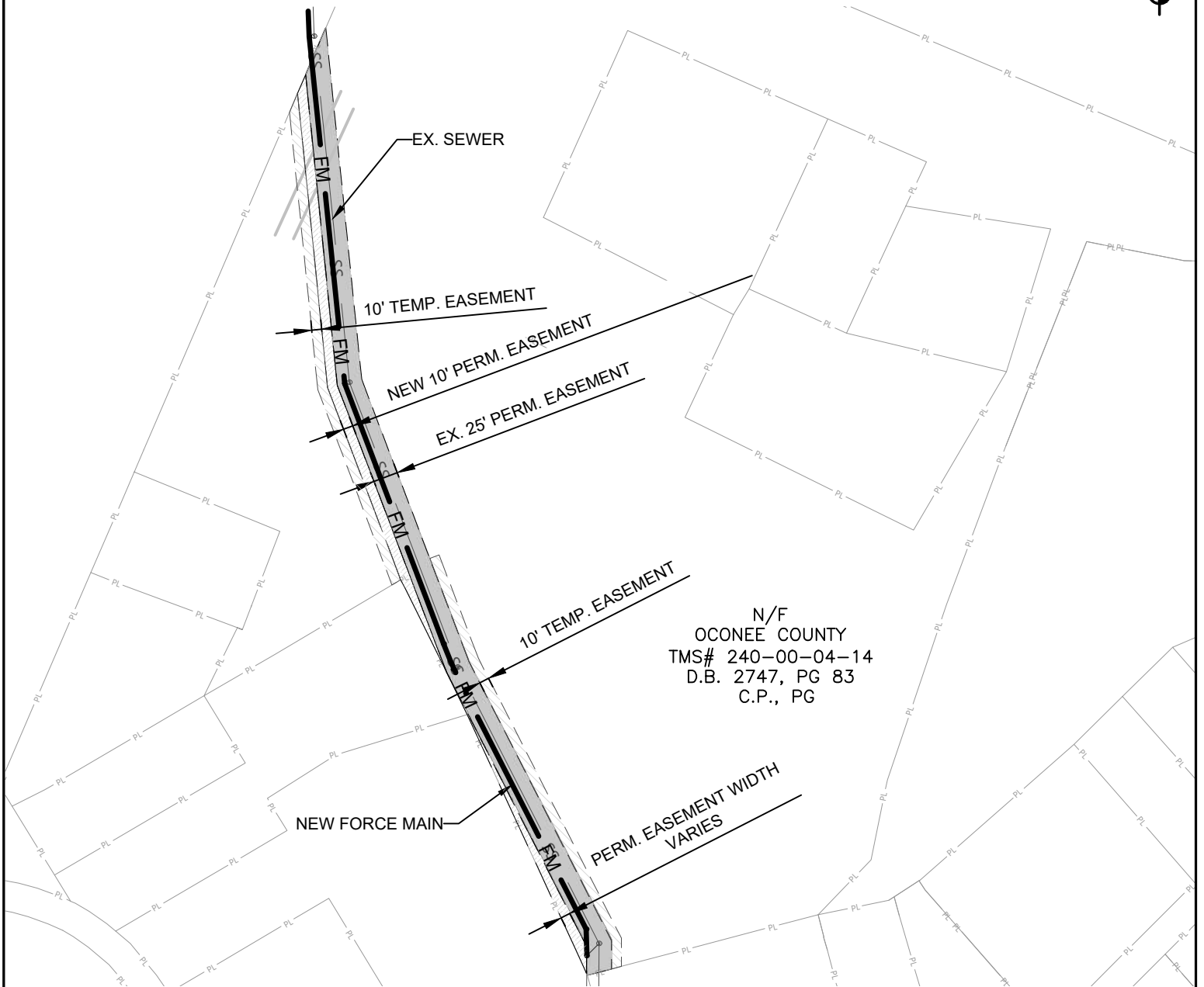
117 Welborn St  
 Greenville, SC 29601  
 T 864.527.0460  
 GMCNETWORK.COM



OWNER: OCONEE COUNTY  
 TMS #: 520-36-10-017

DRAWING FILE: T:\Projects\SC\JBSA\CGRE220055\_Seneca Creek FM & FM10 DWG\EXHIBITS\20230420\_CGRE220055\_Exhibits.dwg  
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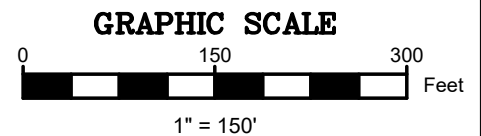
LENGTH OF EXISTING PERMANENT EASEMENT: 1,004 LF  
 LENGTH NEW PERMANENT EASEMENT: 963 LF  
 LENGTH TEMPORARY EASEMENT - WEST: 491 LF  
 LENGTH TEMPORARY EASEMENT - EAST: 460 LF



STATE OF SOUTH CAROLINA  
 OCONEE COUNTY

MAP OF THE APPROXIMATE LOCATION OF THE  
 PERMANENT AND TEMPORARY EASEMENT  
 ACROSS THE PROPERTY OF: OCONEE COUNTY

EXISTING PERMANENT EASEMENT: 24,576 S.F. (0.56 AC)  
 NEW PERMANENT EASEMENT: 7,402 S.F. (0.17 AC)  
 TEMPORARY EASEMENT: 9,534 S.F. (0.22 AC)



SENECA CREEK FM REPLACEMENT  
 SENECA, SOUTH CAROLINA

**EXHIBIT: A**

EASEMENT EXHIBIT

GMC # CGRE220055  
 DATE: 01/26/2024  
 DRAWN BY: JLM

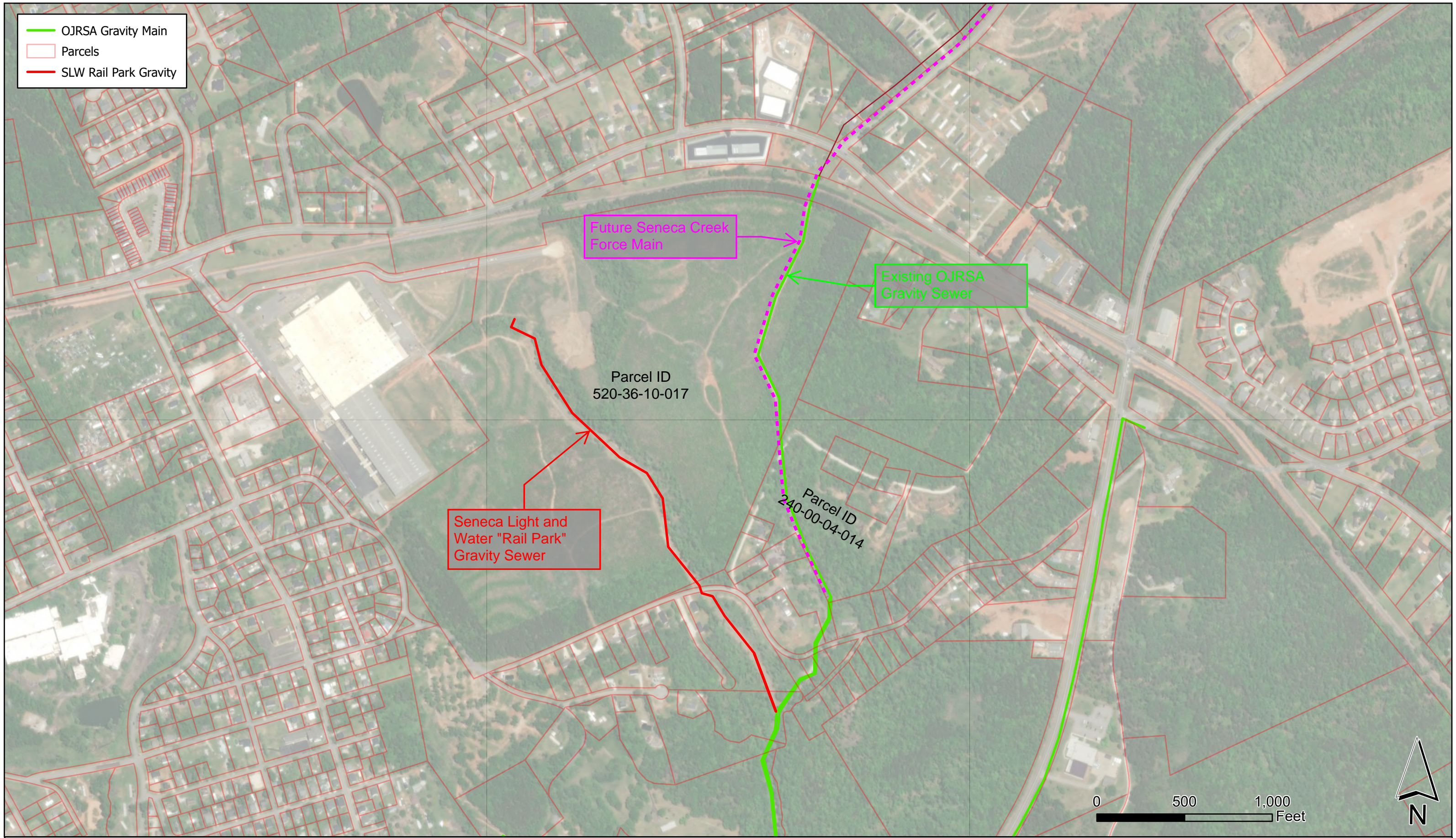
117 Welborn St  
 Greenville, SC 29601  
 T 864.527.0460  
 GMCNETWORK.COM



OWNER: OCONEE COUNTY  
 TMS #240-00-04-014

DRAWING FILE: T:\Projects\SC\OJBSA\CGRE220055\_Seneca Creek FM & FMA0 DWG\EXHIBITS\20230420\_CGRE220055\_Exhibits.dwg PLOTTED: Jan 26, 2024 4:42pm

- OJRSA Gravity Main
- Parcels
- SLW Rail Park Gravity



Future Seneca Creek  
Force Main

Existing OJRSA  
Gravity Sewer

Parcel ID  
520-36-10-017

Seneca Light and  
Water "Rail Park"  
Gravity Sewer

Parcel ID  
240-00-04-014

0 500 1,000  
Feet



**Seneca Creek Force Main and Oconee County Easement Detail Map**

Oconee County, SC

GMC#: CGRE210102  
DATE: 2/13/2024  
DRAWN BY: JLM

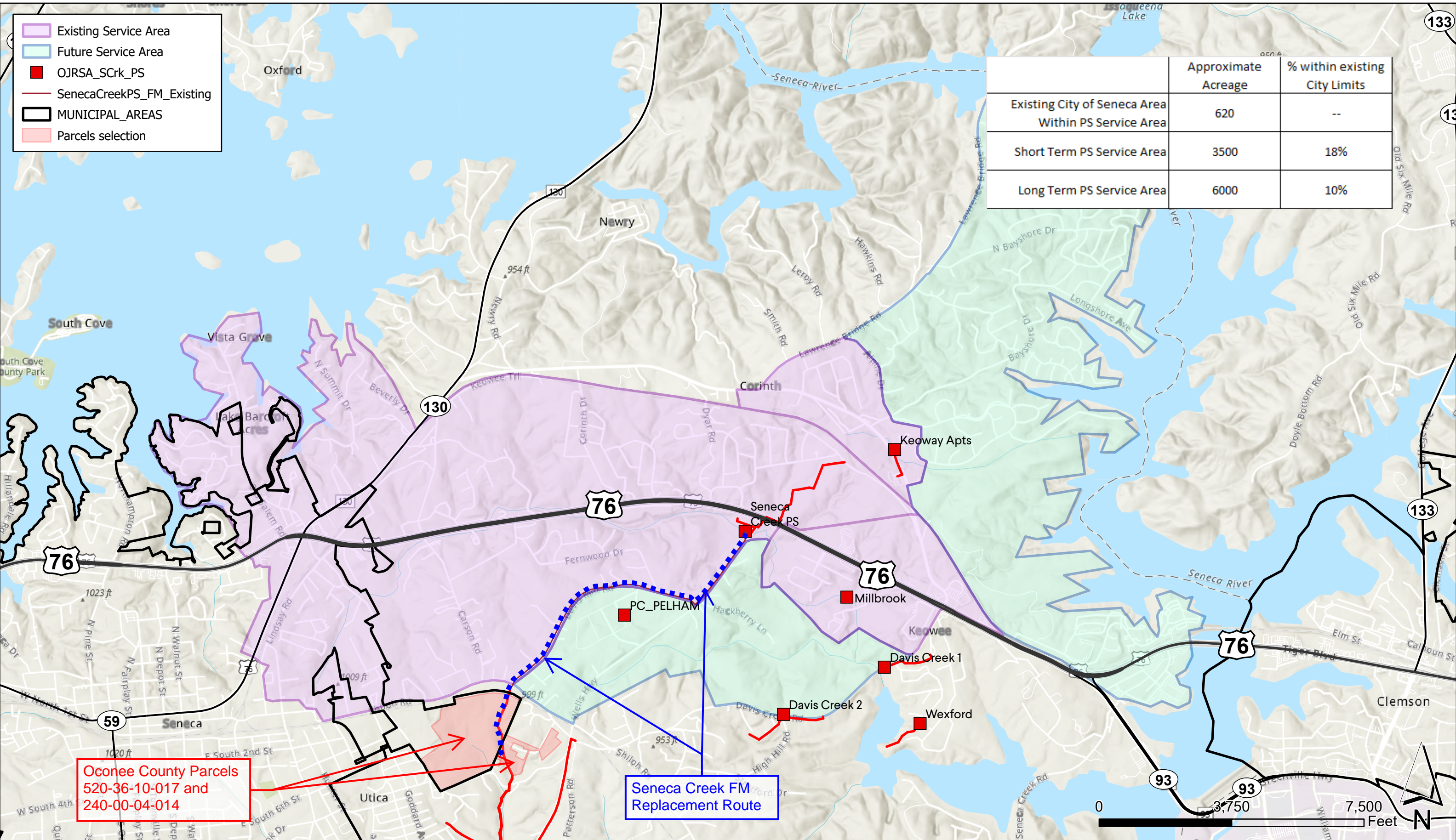


117 Welborn Street  
Greenville, SC 29601  
T 864.527.0460  
GMCNETWORK.COM

T:\1 Projects\SC\Seneca Light and Water\CGRE210102 Collection System Planning\0 DWG\GIS\CGRE 210102 -Collon System Planning

- Existing Service Area
- Future Service Area
- OJRSA\_SCrk\_PS
- SenecaCreekPS\_FM\_Existing
- MUNICIPAL\_AREAS
- Parcels selection

	Approximate Acreage	% within existing City Limits
Existing City of Seneca Area Within PS Service Area	620	--
Short Term PS Service Area	3500	18%
Long Term PS Service Area	6000	10%



Oconee County Parcels  
520-36-10-017 and  
240-00-04-014

Seneca Creek FM  
Replacement Route

**Seneca Creek Service Area Map and Oconee County Easement Locations**

Oconee County, SC  
GMC#: CGRE210102  
DATE: 2/7/2024  
DRAWN BY: JLM



**GMC**  
117 Welborn Street  
Greenville, SC 29601  
T 864.527.0460  
GMCNETWORK.COM

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2024-11**

AN ORDINANCE TO AMEND AND SUPPLEMENT **ORDINANCE 2023-16**, WHICH ESTABLISHED THE BUDGET FOR OCONEE COUNTY AND PROVIDED FOR THE LEVY OF TAXES FOR ORDINARY COUNTY PURPOSES, FOR THE TRI-COUNTY TECHNICAL COLLEGE SPECIAL REVENUE FUND, FOR THE EMERGENCY SERVICES PROTECTION SPECIAL REVENUE FUND, FOR THE ROAD MAINTENANCE SPECIAL REVENUE FUND, FOR THE BRIDGE AND CULVERT CAPITAL PROJECT FUND, FOR THE ECONOMIC DEVELOPMENT CAPITAL PROJECT FUND, FOR THE PARKS, RECREATION, AND TOURISM CAPITAL PROJECTS FUND, FOR THE DEBT SERVICE FUND, FOR THE VICTIM SERVICES SPECIAL REVENUE FUNDS, FOR THE CAPITAL VEHICLE / EQUIPMENT FUND, AND FOR THE CREATION OF THE FIRE / EMERGENCY SERVICES CAPITAL VEHICLE AND EQUIPMENT FUND THE COMMUNITY HEALTH AND COMMUNITY SERVICES FUND, AND THE GENERAL ONE TIME CAPITAL FUND, ALL IN OCONEE COUNTY FOR THE **FISCAL YEAR BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024**, IN ORDER TO EFFECT SUPPLEMENTAL APPROPRIATIONS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, Oconee County, South Carolina (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (“Council”), has previously adopted and enacted the budget of the County for the fiscal year beginning July 1, 2023 and ending June 30, 2024 through the adoption and enactment of Oconee County Ordinance 2023-16; and

WHEREAS, certain events and needs have occurred, necessitating the amendment of Ordinance 2023-16 to reflect certain additional revenues and the expenditure of certain additional funds; and

WHEREAS, Council therefore desires to amend Ordinance 2023-16 to achieve the foregoing.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Council in meeting duly assembled, that:

**SECTION 1**

Pursuant to S.C. Code Section 4-9-140, the 2023-2024 Oconee County Budget is hereby amended by adding the following, for the aforesated purposes:<sup>1</sup>

---

<sup>1</sup> See Attachment A, which is incorporated herein by reference, for detailed budgetary appropriations.

Highlighted sections are purposed to clearly show the changes from Ordinance 2023-16  
Revenue Increase in Jet Fund and Interest Earnings to cover the increases in Expenditures

General Fund:	Ordinance 2023-01 Original	Ordinance 2023-16	Ordinance 2024-11
New Positions 13 (1/2 Year Funding)	-	389,260	389,260
1 Parks, Recreation & Tourism Employees Paid by ATAX	-	-	-
3% Cost of Living Increase for all except County Council	39,560	-	-
Sheriff Salary Increase (2/3rds Funding)	-	470,000	470,000
Salaries (General) Increase (2/3rds Funding)	-	445,804	445,804
Salary Savings (1.3%)	(356,765)	-	-
Notation of difference in Council Budget (Amendment Required)	(286,166)	-	-
Gasoline/Diesel Contingency	64,788	64,788	64,788
One Time Capital Request (New Fund)	592,250	-	-
Administrator Contingency	235,431	335,431	335,431
	<b>289,098</b>	<b>1,705,283</b>	<b>1,705,283</b>
Administrator	459,420	544,720	544,720
Airport	2,010,149	2,006,187	2,652,412
Assessor	1,120,767	1,146,282	1,146,282
Board of Assessment Appeals	7,714	7,714	7,714
Building Codes	749,387	717,039	853,186
Chau Ram Park	413,803	413,803	413,803
County Attorney	412,312	421,517	421,517
County Council	324,038	337,038	337,038
Debt Service Lease Payments	746,726	746,726	746,726
Delinquent Tax Collector	406,801	406,801	406,801
Department of Social Services	11,600	11,600	11,600
Economic Development	676,175	666,025	666,025
Facilities Maintenance	1,484,152	1,558,803	1,558,803
Finance Office	728,104	828,984	828,984
Fire/Emergency Services (Contracts & Non-Capital Moved to New Fund)	7,025,096	3,616,948	3,616,948
Health and Human Services Direct Aid (New Fund)	696,867	-	-
Health Department	28,700	28,700	28,700
High Falls Park	530,088	532,588	532,588
Human Resources	361,879	360,787	360,787
Information Technology	1,227,318	1,251,318	1,251,318
Legislative Delegation	105,301	105,301	105,301
Library	1,548,303	1,534,603	1,534,603
Magistrate	1,013,383	1,072,579	1,072,579
Non-Departmental	1,900,000	1,900,000	1,900,000
Other Financing Uses	85,000	85,000	789,000
Parks, Recreation and Tourism	883,197	883,997	883,997
Planning	452,836	439,757	439,757
Procurement	256,149	259,149	259,149
Register of Deeds	348,858	345,858	345,858
Roads and Bridges	3,208,431	2,926,950	2,926,950
Soil and Water Conservation District	83,138	95,915	95,915
Solid Waste	5,494,915	6,141,556	6,141,556
South Cove Park	625,241	637,241	637,241
Vehicle Maintenance	1,074,638	1,098,888	1,098,888
Veterans' Affairs	226,561	226,561	226,561
Voter Registration and Elections	310,059	394,059	394,059
Total General:	<b>37,037,106</b>	<b>33,750,994</b>	<b>35,237,366</b>
Elected/Appointed Officials:			
Auditor	681,098	774,243	774,243
Clerk of Court	803,899	902,623	902,623
Coroner	335,990	348,937	348,937
Probate Court	390,509	450,437	450,437
Public Defender	250,000	250,000	250,000
Sheriff	11,337,520	11,156,427	11,156,427
Animal Control	764,679	759,179	759,179
Communications	1,957,209	1,962,209	1,962,209
Detention Center	5,168,237	5,009,901	5,009,901
Solicitor	1,031,585	1,031,585	1,031,585
Treasurer	719,415	735,415	735,415
Total Elected Officials:	<b>23,440,141</b>	<b>23,380,956</b>	<b>23,380,956</b>
Total General Fund	<b>60,766,345</b>	<b>58,837,233</b>	<b>60,323,605</b>



Special Revenue Funds: [1]					
Emergency Services Protection	1,600,000		1,695,000		1,695,000
Victim Services - Sheriff's Office	123,336		123,336		123,336
Victim Services - Solicitor's Office	77,532		77,532		77,532
911 Fund	984,000		984,000		984,000
Tri-County Technical College	1,626,600		1,688,000		1,688,000
Road Maintenance Fund	2,545,000		2,545,000		2,545,000
Community Health and Human Services (New Fund)	-		4,402,000		4,402,000
<b>Total Special Revenue Funds:</b>		<b>6,956,468</b>		<b>11,514,868</b>	<b>11,514,868</b>
Capital Project Funds:[2]					
Economic Development	1,221,500		5,807,000		5,807,000
Bridge & Culvert Fund	590,000		620,000		620,000
Capital Equipment / Vehicle Fund	1,300,000		1,551,000		1,551,000
Parks, Recreation and Tourism	770,000		650,000		650,000
Fire/Emergency Services Capital Vehicle & Equipment (New Fund)	-		1,240,000		1,240,000
General Capital Request (New Fund)	-		1,740,000		2,444,000
<b>Total Capital Project Funds:</b>		<b>3,881,500</b>		<b>11,608,000</b>	<b>12,312,000</b>
Enterprise Fund:		<b>8,513,000</b>		<b>7,881,250</b>	<b>7,881,250</b>
Debt Service Fund:		<b>1,857,268</b>		<b>1,964,034</b>	<b>1,964,034</b>
<b>Grand Total of all Funds FY 2023-2024</b>		<b>81,974,581</b>		<b>91,805,385</b>	<b>93,995,757</b>
[1] See sections 3 – 14 below.					
[2] See sections 3 – 14 below.					

## SECTION 2

A tax of sufficient millage to fund the aforesated appropriations (see also Sections 3 through 14 below) for the Oconee County Budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024, after crediting against such appropriations all other unrestricted revenue anticipated to accrue to Oconee County and any fund balance budgeted to be used during said fiscal year, is hereby directed to be levied upon all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The Auditor of Oconee County is hereby requested to recommend to the Oconee County Council, for approval by Oconee County Council, a sufficient millage levy, and the Treasurer of Oconee County is herein directed to collect sufficient millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of Oconee County for the fiscal year beginning July 1, 2023 and ending June 30, 2024. The Auditor and Treasurer of Oconee County are hereby directed to fund such bond repayment sinking fund(s) as are necessary to provide for an orderly and timely payment of the debt service of Oconee County and to satisfy any debt covenants.

## SECTION 3

A tax of 3.0 mills to provide funding for the Tri-County Technical College Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The revenue from this levy is hereby appropriated for expenditures in the amount of \$1,688,000 for support of Tri-County Technical College. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated appropriations of the Tri-County Technical College Special Revenue fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Tri-County Technical College Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## SECTION 4

A tax of 2.9 mills to provide funding for the Emergency Services Protection Special Revenue Fund is hereby levied on all taxable property eligible to be lawfully taxed for such purposes, in Oconee

County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,695,000 for the Emergency Services Protection Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Emergency Services Protection Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Emergency Services Protection Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 5**

A tax of 3.1 mills to provide funding for the Road Maintenance Special Revenue Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$2,545,000 for the Road Maintenance Special Revenue Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property within Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Road Maintenance Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Road Maintenance Special Revenue Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 6**

A tax of 1 mill to provide funding for the Bridge and Culvert Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated, for expenditures in the amount of \$620,000 for the Bridge and Culvert Capital Project Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Bridge and Culvert Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Bridge and Culvert Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 7**

A tax of 2.1 mills to provide funding for the Economic Development Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$5,807,000 for the Economic Development Capital Project Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Economic Development Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30,

2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Economic Development Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

### **SECTION 8**

A tax of 1 mill to provide funding for the Parks, Recreation and Tourism Capital Project Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy, other anticipated restricted revenues, transfers, and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$650,000 for the Parks, Recreation and Tourism Capital Project Fund for projects approved by County Council. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Parks, Recreation and Tourism Capital Project Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Parks, Recreation and Tourism Capital Project Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

### **SECTION 9**

A tax of 2 mills to provide funding for the Debt Service Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,964,034 for the Debt Service Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Debt Service Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Debt Service Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

### **SECTION 10**

Oconee County receives certain recurring revenues that are restricted for certain purposes. These revenues are accounted for in various special revenue funds including the Victim Services-Sheriff's Office Fund, Victim Services-Solicitor's Office Fund, 911 Fund, and other special revenue funds. Any surplus in these funds of the County or any moneys accruing therefrom shall be retained and accounted for in these funds and shall be carried forward from year to year as fund balances in such funds.

### **SECTION 11**

A tax of 2.3 mills to provide funding for the Capital Vehicle / Equipment Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,551,000 for the Capital Vehicle / Equipment Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforestated operations appropriations and direct expenditures of the Capital Vehicle / Equipment Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent

such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Capital Vehicle / Equipment Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 12**

A tax of 2.0 mills to provide funding for the Fire / Emergency Services Capital Vehicle and Equipment Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$1,240,000 for the Fire / Emergency Services Capital Vehicle and Equipment Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Fire / Emergency Services Capital Vehicle and Equipment Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Fire / Emergency Services Capital Vehicle and Equipment Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 13**

A tax of 2.0 mills to provide funding for the General One Time Capital Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$2,444,000 for the General One Time Capital Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the General One Time Capital Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the General One Time Capital Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## **SECTION 14**

A tax of 7.1 mills to provide funding for the Community Health and Community Services Fund is hereby levied on all taxable property, eligible to be lawfully taxed for such purposes, in Oconee County. The combined revenue from this levy and a portion of fund balance as authorized by County Council is hereby appropriated for expenditures in the amount of \$4,402,000 for the Community Health and Community Services Fund. The Auditor of Oconee County is hereby requested to levy and the Treasurer of Oconee County is herein directed to collect the millage on taxable property in Oconee County to provide for the aforesated operations appropriations and direct expenditures of the Community Health and Community Services Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024. To the extent such levy results in revenues in excess of the amount appropriated above, all such revenues shall be retained and accounted for in the Community Health and Community Services Fund and shall be carried forward from year to year as fund balance in this fund to be appropriated by Oconee County Council through future budget adoption or budget amendments.

## SECTION 15

All capital projects and multi-year grant appropriations made by prior year budget ordinances for which the respective monies have been obligated or encumbered are hereby carried forward and reappropriated, as of July 1, 2023, as a part of the budget authorized by this Ordinance.

## SECTION 15

Capital projects are budgeted on a project basis instead of an annual basis and as such, unexpended appropriations for uncompleted capital projects are carried forward as a part of the budget authorized by this Ordinance.

## SECTION 16

All unexpended appropriations as of June 30, 2023, except for those specifically carried forward by this Ordinance shall lapse and expire and the monies involved shall revert to the fund balance of the fund from which the appropriation originated. The remaining unexpended appropriations will revert to the fund balance of the fund from which the appropriation originated, as stated herein.

## SECTION 17

The County Administrator, as required by state law, shall oversee and supervise the day-to-day implementation of this budget ordinance, including the execution and delivery, on behalf of the County, of all contractual documents necessary or required for the expenditure of funds authorized by this budget ordinance, for the purposes for which such funds are so authorized. Subject to the procurement policies of the County, the County Administrator is hereby authorized to contract and enter into contracts on behalf of the County for purposes, activities and matters budgeted for herein.

## SECTION 18

The fees authorized for all County departments to charge for services of the County and to use for operations of the County are as set forth in a schedule of fees. This schedule of fees is included within **ATTACHMENT A**, which is incorporated herein by reference as fully as if set forth verbatim herein, and adopted as part of this ordinance, and the fees are hereby approved to be charged by the appropriate County departments. The County Administrator is hereby authorized to execute the Airport T-Hangar rental agreements, consistent with the rates established in the fee schedule.

## SECTION 19

The County began contributing to retiree health benefits (the “Retiree Health Benefit Plan” or “Plan”) on behalf of employees and County retirees on January 1, 1985. Several amendments to the County’s Plan guidelines have occurred since that time; however, nothing in the Plan amendments permits or affords grandfathering eligibility for any individual other than those outlined explicitly in the guidelines, which are incorporated herein by reference, as fully as if set forth verbatim, and adopted as part of this Ordinance, and the rates are hereby approved to be charged and administered according to the Retiree Health Plan Guidelines. The County Administrator is authorized to administer the Plan in accordance with these guidelines and to establish health reimbursement accounts for eligible retirees for contributory purposes for the fiscal year beginning July 1, 2023 and ending June 30, 2024. **DUE TO THE RISK OF UNKNOWN CIRCUMSTANCES, THIS PLAN MAY BE DEEMED NON-SUSTAINABLE AT SOME FUTURE TIME. THE RETIREE HEALTH BENEFIT GUIDELINES ARE DISCRETIONARY ON THE PART OF THE COUNTY AND THE EMPLOYEE AND DO NOT CREATE ANY EXPRESS OR IMPLIED CONTRACT OF THIS BENEFIT BEING PROVIDED IN THE FUTURE OR IN ANY PARTICULAR AMOUNT AT ANY TIME. NO PAST PRACTICES OR PROCEDURES, PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, FORM ANY EXPRESS**

**OR IMPLIED AGREEMENT TO CONTINUE SUCH PRACTICES OR PROCEDURES. IT IS EXPLICITLY STATED AND RECOGNIZED BY THE COUNTY AND EVERY EMPLOYEE ACCEPTING BENEFITS UNDER THE PLAN THAT ALL EMPLOYMENT IN OCONEE COUNTY (EXCEPT FOR THE OCONEE COUNTY ADMINISTRATOR AND SUCH OTHERS AS ARE SPECIFICALLY AUTHORIZED BY COUNTY COUNCIL TO BE BOUND TO AN EMPLOYMENT CONTRACT), IS “AT WILL” AND THAT ALL PROVISIONS OF ANY AND ALL EMPLOYMENT BENEFITS, INCLUDING WITHOUT LIMITATION, THOSE DESCRIBED IN THE PLAN IS ALWAYS SUBJECT TO ANNUAL APPROPRIATION BY OCONEE COUNTY COUNCIL, WHICH IS NEVER GUARANTEED AND NEVER WILL BE GUARANTEED.**

**SECTION 20**

If any clause, phrase, sentence, paragraph, appropriation, or section of this Ordinance shall be held invalid for any reason, it shall not affect the validity of this Ordinance as a whole or the remaining clauses, phrases, sentences, paragraphs, appropriations, or sections hereof, which are hereby declared separable.

**SECTION 21**

All other orders, resolutions, and ordinances of Oconee County, inconsistent herewith, are, to the extent of such inconsistency only, hereby revoked, rescinded, and repealed.

**SECTION 22**

This Ordinance shall become effective upon approval on third reading and enforced from and after July 1, 2023.

**SECTION 23**

The budget provisos attached hereto are hereby incorporated herein, by reference, as fully as if set forth verbatim herein, and adopted as part of this Ordinance.

Adopted in meeting duly assembled this \_\_\_\_ day of April, 2024.

OCONEE COUNTY, SOUTH CAROLINA

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Matthew Durham  
Chairman, Oconee County Council

ATTEST

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Jennifer C. Adams  
Clerk to County Council

First Reading:        March 5, 2024  
Public Hearing:        March 19, 2024  
Second Reading:      March 19, 2024  
Public Hearing:        April 2, 2024  
Third Reading:        April 2, 2024

**STATE OF SOUTH CAROLINA**  
**COUNTY OF OCONEE**  
**BUDGET PROVISOS FOR FISCAL YEAR 2023-2024**  
**ORDINANCE 2024-11**

**Section 1**

The fund appropriations made herein shall not be exceeded without proper authority or amendment by Oconee County Council. Any officer incurring indebtedness on the part of the County in excess of the appropriations herein made or authorized shall be liable upon his official bond.

**Section 2**

The Finance Director and Treasurer of Oconee County shall prepare such separate records and books of account as may be required by the United States Government or any of its agencies or by the State of South Carolina or any of its agencies, reflecting the receipt and disposition of all funds.

**Section 3**

All purchasing and contracting for the acquisition of goods and services for County purposes shall be in accordance with procedures outlined in the County Procurement Ordinance, as codified. Subject to the provisions of Oconee County policies, whenever possible and practical, goods and services shall be purchased from firms and individuals located in Oconee County whenever goods and services of equal quality and specifications are available from local suppliers at prices less than or equal to prices submitted by nonresident suppliers.

**Section 4**

No bills or claims against Oconee County shall be approved for payment and no check will be issued for same unless such bills or claims are properly itemized showing the goods purchased or services rendered, dated as of the date of delivery of said goods and/or services and signed by the person receiving said goods or services.

**Section 5**

No officer, elected official, or employee of Oconee County shall furnish any services or sell any materials or supplies to the County for pay, except upon open quote or bid in accordance with the County Procurement Ordinance, as codified.

**Section 6**

County Council may transfer funds from any fund, department, activity, or purpose to another by normal Council action, subject to all other applicable legal requirements.

The County Administrator is authorized to:

- (1) Transfer non-salary appropriations within a department, or between departments within a fund, provided that no such transfer exceeds Fifty Thousand and 00/100 (\$50,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers.
- (2) Transfer salary appropriations within a department, or between departments within a fund, provided that the sum of such transfers for the entire fiscal year does not exceed Two Hundred Thousand and 00/100 (\$200,000.00) Dollars.
- (3) Transfer between salary appropriations and non-salary appropriations within a department, or between departments within a fund, provided that no such transfer



exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars; this restriction may not be circumvented by way of multiple transfers; and, the sum of such transfers for the entire fiscal year shall not exceed One Hundred Thousand and 00/100 (\$100,000.00) Dollars.

- (4) Any other transfers by the County Administrator require Council authorization.
- (5) Transfers by the County Administrator shall be reflected on the budgetary reports regularly submitted to Council.

All transfers authorized by this section are subject to the overall fund appropriation limits of this Ordinance

### **Section 7**

For any equipment, vehicle, or any other item that is approved in the budget as a replacement for existing items, the item being replaced will be relinquished to the Procurement Director for disposal or reassignment.

### **Section 8**

The standard mileage rate reimbursed to County employees for use of their personal vehicles will be equal to the amount set, as the authorized rate at the applicable time, by the Internal Revenue Service.

### **Section 9**

Oconee County will pay County employees a per diem for meals while traveling on County business, including travel related to training. No per diem will be paid for meals that are included in registration fees. The per diem rates will be equal to the amounts published for the applicable time period and location by the United States General Services Administration. For non-overnight travel reimbursement for meals will be based on actual expenditures for meals, limited to the per diem amounts above. Receipts for meals will be required for reimbursements.

### **Section 10**

The first \$1500 of Oconee County building permit fees and related and associated building code fees are, to the extent permitted by law, hereby waived and set at \$0 for any Oconee County non-profit or eleemosynary entity duly recognized as such by the State of South Carolina and granted tax exempt status by the Internal Revenue Service of the United States (“IRS”), to the extent the building project is for the general public good, and only for so long as such entity maintains such non-profit or eleemosynary status and tax exempt recognition by the IRS. All building permit fees and building code fees in excess of \$1500, per applying non-profit, eleemosynary entity per application, will be applied and collected as usual, per this budget, this proviso, and the attached and incorporated Oconee County Departmental Fees Schedule. Oconee County Council hereby determines and finds that this reduction in fees is appropriate and justified by the provision of public services which these non-profit, eleemosynary entities provide to Oconee County and the public of Oconee County – services of public use and public benefit which would otherwise have to be provided by some unit of local government.

### **Section 11**

For all economic development projects in a joint County industrial or business park (“MCIP”) in the unincorporated portion of the County, for which revenue is first received on or after July 1, 2023, excluding any MCIP agreements now in existence (or which have been previously approved by County ordinance) wherein a different allocation is in place, and subject to any superior agreements allocating portions of such revenue, all revenue or remaining revenue, as the case may be, received from such MCIP which is/was attributable to the levy of all general fund millages shall be

divided and distributed in the following percentages, in order to offset the costs of economic development which made the project(s) possible: (1) Oconee County General Fund – 33%; Oconee County Economic Development Capital Projects Fund – 34%; School District of Oconee County - 33%; (2) all other taxing entities levying millage at the site in question - 1% each;<sup>[1]</sup> (3) all other taxing entities in Oconee County - 0%. Revenue attributable to the levy of debt service millage or other non-general fund millage shall be distributed to the taxing entity levying such millage. For joint County industrial or business parks located within municipal limits, the intergovernmental agreement governing the creation of such MCIP shall govern distribution of revenues. Any unused revenues in such fund at the end of any fiscal year shall be carried over to the succeeding fiscal year.

## Section 12

Pursuant to authority given to governing bodies of South Carolina counties by the South Carolina General Assembly in Section 12-43-360 of the South Carolina Code of Laws, 1976, as amended, the Oconee County Council hereby reduces the assessment ratio otherwise applicable in determining the assessed value of general aviation aircraft subject to property tax in Oconee County to a ratio of four percent (4%) of the fair market value of such general aviation aircraft. Such assessment ratio shall apply uniformly to all general aviation aircraft subject to *ad valorem* property taxation in Oconee County. This proviso first became effective in the 2011-2012 budget ordinance and is a part of the budget ordinance beginning July 1, 2023 and ending June 30, 2024.

## Section 13

Oconee County seeks to increase and maintain its unassigned fund balance to and at an amount not less than twenty-five percent (25%) of its regular general fund operating expenditures. (See Oconee Code of Ordinances Section 2-476.) Oconee County’s unassigned fund balance as of the last audited fiscal year (2022) was \$11,260,698. Oconee County’s assigned fund balance as of the last audited fiscal year (2022) was as follows:

Assigned funds for the Solid Waste Reserve General Fund balance:	\$ 912,806
Assigned funds for the Solid Waste rental/purchase of equipment required for concrete recycling:	\$ 20,994
Assigned funds for the Healthcare Reserve General Fund balance:	\$2,000,000
Assigned funds for the OPEB Reserve General Fund Balance:	\$1,207,715

## Section 14

County Council adopts the employee benefit plan and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT B**.

## Section 15

County Council adopts the retiree health benefit plan as modified and ratifies the designation of the County Administrator to act as the Plan Administrator and affirms all plan amendments prior to the date hereof, attached hereto as **ATTACHMENT C**.

## Section 16

Oconee County receives federal, state, and local grants for specified purposes. Oconee County is hereby authorized, absent any other factor, to apply for, receive, and expend all such grants for which no local match is required or for which such funds are budgeted herein, in addition to all other authority elsewhere given, and in accordance with all other policies and directives of Oconee

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<sup>[1]</sup> If there are other taxing entities levying millage at the site in question, then the County and the SDOC percentages shall apply to the remainder.

County. These grants, including any local match, are deemed budgeted for the specified purposes upon acceptance of such grants. These grants are budgeted for on a project basis in accordance with the grantors' terms and conditions instead of an annual basis and as such, unexpended appropriations for uncompleted grant projects are carried forward as a part of the budget authorized by this Ordinance. The Oconee County Administrator, or his or her duly authorized representative, is hereby authorized to apply for all federal, state, and other grants for which no County matching funds are required, if all necessary operating funds for the County facility, institution, or programs in question have been made available by County Council through the County's operating and capital budgets or are available in applicable County enterprise fund balances, or for those grants for which County matching funds are required when all necessary County matching funds have been made available by County Council through the annual County operating and capital budgets or are available in applicable County enterprise fund balances, for County Council authorized programs, institutions, and facilities of the County, and to receive and expend such federal and state grant funds, for the purposes authorized in the respective grant applications.

### **Section 17**

Allocation of proceeds from sale or disposal of Vehicles/Equipment shall be deposited into the Capital Equipment – Vehicle Fund except for any proceeds from the sale of equipment belonging to the County rock quarry, which will be deposited back into the enterprise account for that activity. All other proceeds from the sale or disposal of surplus supplies and property shall be deposited into the County's general fund.

### **Section 18**

Revenues collected from recycled concrete shall be designated for the rental / purchase of equipment required for concrete recycling.

### **Section 19**

Due to the volatile petroleum market, a fuel contingency account in the Administrator's Department is required for FY 23-24. These funds will only be utilized, when required, for necessary fuel expenditure overages. Funding for the fuel contingency account will come from:

- FY 22-23 utility savings of up to \$50,000 (*contingent upon year end verification of availability*); and
- FY 22-23 unexpended salary funds of up to \$100,000 (*contingent upon year end verification of availability*).

### **Section 20**

The County Administrator may waive up to Five Thousand and 00/100 (\$5,000.00) Dollars per fiscal year in Oconee County encroachment fees, building permit fees, and related and associated building code fees for each municipality located within Oconee County, but only to the extent the subject building project is for a public purpose.

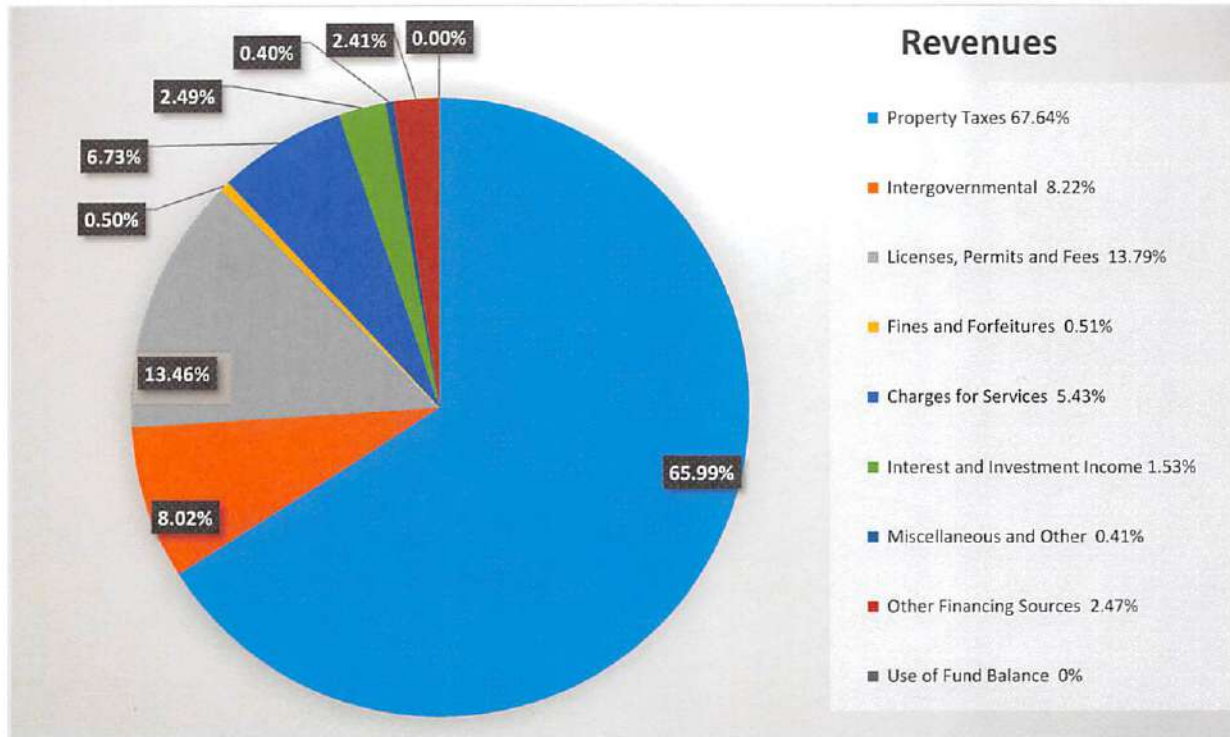
### **Section 21**

As previously approved by County Council, the funds hereby budgeted for the County Attorney may also, or in the alternative, be applied by the County Administrator toward the outside counsel fees of the current Interim County Attorney.

Oconee County, South Carolina  
 General Fund Summary  
 2023-2024 Budget

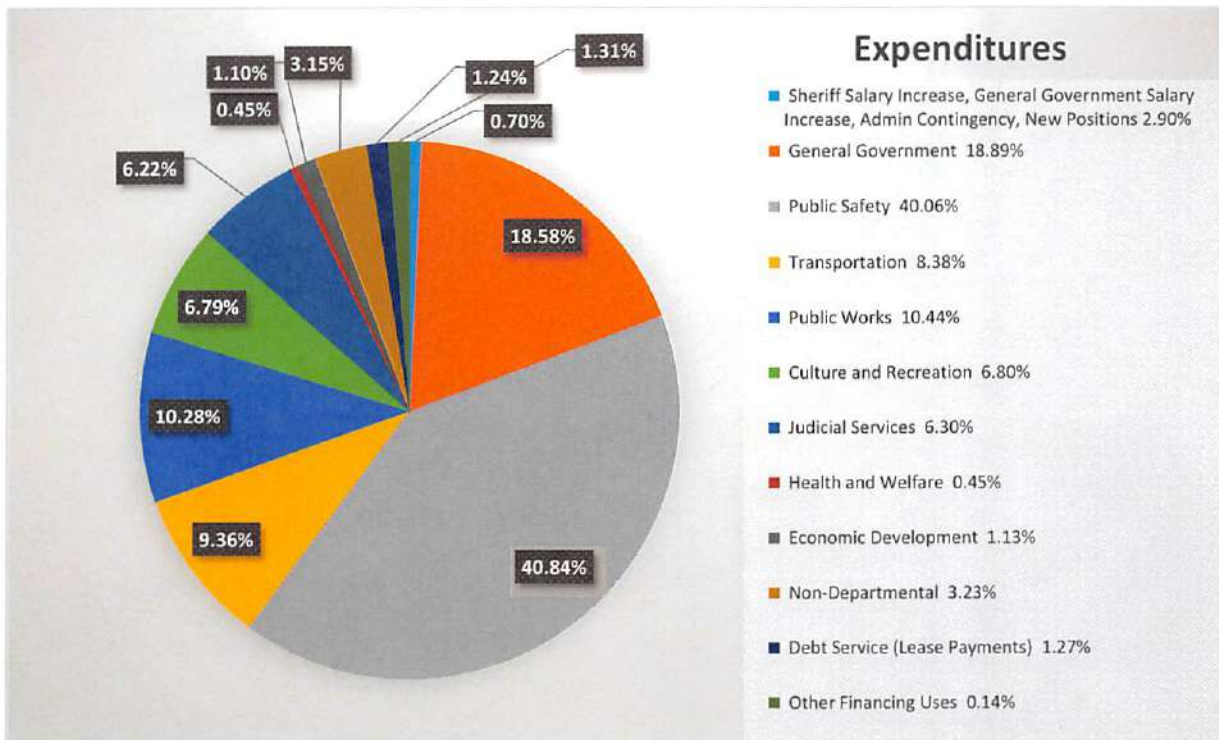
Revenues and Other Financing Sources							
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11		% Change from FY 2023
Property Taxes	36,730,275	38,531,227	41,474,316	44,493,703	39,796,440	Pg 5	-10.56%
Intergovernmental	3,995,120	4,686,613	4,888,193	3,968,222	4,834,181	Pg 6	21.82%
Licenses, Permits and Fees	5,352,745	6,694,932	7,342,104	6,783,600	8,115,850	Pg 7	19.64%
Fines and Forfeitures	231,260	242,004	257,591	222,600	302,600	Pg 8	35.94%
Charges for Services	2,053,881	2,554,699	4,085,819	2,823,328	4,060,328	Pg 9	43.81%
Interest and Investment Income	903,344	75,750	-	200,000	1,500,000	Pg 10	650.00%
Miscellaneous and Other	210,933	267,164	254,689	242,214	242,214	Pg 11	0.00%
Other Financing Sources	3,052,463	805,631	2,893,684	1,879,297	1,450,620	Pg 12	-22.81%
Use of Fund Balance	-	-	-	384,056	-	N/A	
	<b>52,530,020</b>	<b>53,858,020</b>	<b>61,196,396</b>	<b>60,997,020</b>	<b>60,302,233</b>		<b>-1.14%</b>

2.528%    13.625%    -0.326%    -1.139%



Oconee County, South Carolina  
 General Fund Summary  
 2023-2024 Budget

Expenditures and Other Financing Uses						
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment	% Change from FY 2023
3% COLA, New Positions, Salary Savings, Fuel Contingency, Admin Contingency	-	-	-	300,219	421,591	
General Government	8,732,555	9,112,716	9,509,470	10,491,959	11,205,367	6.80%
Public Safety	19,165,625	19,939,063	21,048,696	23,573,808	24,635,758	4.50%
Transportation	3,727,397	3,996,246	4,710,528	5,521,948	5,645,462	2.24%
Public Works	4,373,084	4,759,895	5,086,095	5,441,966	6,199,113	13.91%
Culture and Recreation	3,187,563	3,356,741	3,556,088	4,009,510	4,093,184	2.09%
Judicial Services	2,801,152	2,898,988	2,946,805	3,414,755	3,749,147	9.79%
Health and Welfare	230,990	233,118	285,382	262,775	271,722	3.40%
Economic Development	564,167	581,958	530,555	665,752	666,535	0.12%
Non-Departmental	1,538,345	3,399,458	4,651,806	1,935,000	1,900,000	-1.81%
Debt Service (Lease Payments)	982,646	1,401,748	886,296	742,574	746,726	0.56%
Other Financing Uses	275,000	140,000	1,718,765	149,367	789,000	428.23%
	<b>45,578,524</b>	<b>49,819,930</b>	<b>54,930,487</b>	<b>56,509,633</b>	<b>60,323,605</b>	<b>6.75%</b>
Net Change in Fund Balance	6,951,496	4,038,089	6,265,909	4,487,387	(21,372)	
Actual Value of a Mill	545,613	561,398	586,604	602,892	620,000	



Expenditures and Other Financing Uses					
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
<b>General Government</b>					
3% COLA, New Positions, Salary Savings, Fuel Contingency, Admin Contingency	-	-	-	300,219	421,591
Administrator (717)	421,698	368,142	446,949	450,553	544,720
Assessor (301)	982,480	977,340	967,481	1,096,607	1,175,192
Auditor (302)	503,692	520,741	590,127	667,476	775,510
Board of Assessment Appeals (303)	2,691	3,252	1,547	7,526	7,714
County Attorney (741)	321,500	321,864	374,996	404,792	421,517
County Council (704)	369,548	294,827	289,685	322,151	337,369
Delinquent Tax Collector (305)	321,423	378,409	375,455	448,571	410,176
Facilities Maintenance (714)	1,352,242	1,635,811	1,326,458	1,460,350	1,574,270
Finance Office (708)	607,173	695,773	737,673	715,308	837,963
Human Resources (710)	319,402	335,055	428,980	423,817	365,108
Information Technology (711)	907,661	906,987	1,056,544	1,211,401	1,251,318
Legislative Delegation (706)	94,577	94,905	92,659	102,957	105,301
Planning Commission (712)	286,705	230,074	335,477	444,572	444,712
Procurement (713)	151,019	168,821	187,041	250,378	263,628
Register of Deeds (735)	290,826	301,709	328,224	341,909	350,032
Soil and Water Conservation District (716)	68,319	80,945	75,211	81,981	97,101
Treasurer (306)	571,624	588,667	619,985	706,729	737,594
Vehicle Maintenance (721)	924,682	933,092	991,733	1,050,423	1,112,084
Voter Registration and Elections (715)	235,293	276,302	283,245	304,458	394,059
<b>Total General Government</b>	<b>8,732,555</b>	<b>9,112,716</b>	<b>9,509,470</b>	<b>10,491,959</b>	<b>11,205,367</b>
<b>Public Safety</b>					
Animal Control (110)	640,343	643,774	638,161	713,941	765,019
Building Codes (702)	623,677	623,287	634,805	734,647	853,186
Communications (104)	1,605,604	1,651,216	1,754,918	1,916,158	1,987,207
Coroner (103)	249,964	257,253	306,492	328,596	371,104
Detention Center (106)	4,235,413	4,347,274	4,563,534	5,076,497	5,139,971
Fire/Emergency Services (107)	2,521,715	3,085,269	3,142,327	3,718,094	4,017,609
Sheriff (101)	9,288,909	9,330,990	10,008,459	11,085,875	11,501,661
<b>Total Public Safety</b>	<b>19,165,625</b>	<b>19,939,063</b>	<b>21,048,696</b>	<b>23,573,808</b>	<b>24,635,758</b>

Expenditures and Other Financing Uses					
Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
<b>Transportation</b>					
Airport (720)	1,183,587	1,340,473	2,131,089	2,378,815	2,652,412
Roads and Bridges (601)	2,543,810	2,655,773	2,579,439	3,143,133	2,993,050
<b>Total Transportation</b>	<b>3,727,397</b>	<b>3,996,246</b>	<b>4,710,528</b>	<b>5,521,948</b>	<b>5,645,462</b>
<b>Public Works</b>					
Solid Waste (718)	4,373,084	4,759,895	5,086,095	5,441,966	6,199,113
<b>Total Public Works</b>	<b>4,373,084</b>	<b>4,759,895</b>	<b>5,086,095</b>	<b>5,441,966</b>	<b>6,199,113</b>
<b>Culture and Recreation</b>					
Chau Ram Park (205)	338,326	413,942	411,117	407,469	420,561
High Falls Park (203)	425,231	453,077	491,681	453,196	539,964
Library (206)	1,376,570	1,383,383	1,426,414	1,576,959	1,550,651
Parks, Recreation and Tourism (202)	576,333	587,530	620,851	970,004	891,180
South Cove Park (204)	471,103	518,809	606,025	601,882	690,828
<b>Total Culture and Recreation</b>	<b>3,187,563</b>	<b>3,356,741</b>	<b>3,556,088</b>	<b>4,009,510</b>	<b>4,093,184</b>
<b>Judicial Services</b>					
Clerk of Court (501)	654,713	681,337	741,393	788,291	912,008
Magistrate (509)	799,070	815,506	845,301	989,790	1,098,030
Probate Court (502)	353,803	360,145	348,316	381,670	452,757
Public Defender (510)	240,000	240,000	250,000	250,000	250,000
Solicitor (504)	753,566	802,000	761,795	1,005,004	1,036,352
<b>Total Judicial Services</b>	<b>2,801,152</b>	<b>2,898,988</b>	<b>2,946,805</b>	<b>3,414,755</b>	<b>3,749,147</b>
<b>Health and Welfare</b>					
Department of Social Services (402)	12,829	11,435	11,420	12,700	11,600
Health Department (403)	26,743	22,169	69,029	29,150	28,700
Veterans' Affairs (404)	191,418	199,514	204,933	220,925	231,422
<b>Total Health and Welfare</b>	<b>230,990</b>	<b>233,118</b>	<b>285,382</b>	<b>262,775</b>	<b>271,722</b>
<b>Economic Development (707)</b>	<b>564,167</b>	<b>581,958</b>	<b>530,555</b>	<b>665,752</b>	<b>666,535</b>
<b>Non-Departmental (709)</b>	<b>1,538,345</b>	<b>3,399,458</b>	<b>4,651,806</b>	<b>1,935,000</b>	<b>1,900,000</b>
<b>Debt Service Lease Payments</b>	<b>982,646</b>	<b>1,401,748</b>	<b>886,296</b>	<b>742,574</b>	<b>746,726</b>
<b>Other Financing Uses</b>	<b>275,000</b>	<b>140,000</b>	<b>1,718,765</b>	<b>149,367</b>	<b>789,000</b>
<b>Total Expenditures and Other Financing Uses</b>	<b>45,578,524</b>	<b>49,819,930</b>	<b>54,930,487</b>	<b>56,509,633</b>	<b>60,323,605</b>
<b>Net Change in Fund Balance Increase (Decrease)</b>	<b>6,951,496</b>	<b>4,038,089</b>	<b>6,265,909</b>	<b>-</b>	<b>(21,372)</b>

**Oconee County, South Carolina  
Charges for Services  
2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
010-080-00805-00203	High Falls Park	131,234	220,987	220,798	225,000	225,000
010-080-00805-00204	South Cove Park	305,344	458,375	439,026	460,000	460,000
010-080-00805-00205	Chau Ram Park	32,906	79,302	85,946	85,000	85,000
010-080-00805-00306	PRT Season Pass/Treasurer	875	850	815	500	500
010-080-00805-00950	Sheriff-Voluntary Extra Duty Pay	115,588	80,122	142,980	80,000	80,000
010-080-00805-10900	Airport - Hangar Rent	129,843	126,368	127,960	148,802	148,802
010-080-00805-10904	Airport Comm./Mechanic	5,775	6,300	6,300	6,300	6,300
010-080-00805-10905	Tie Down	3,750	3,535	3,915	3,500	3,600
010-080-00805-10906	Airport Miscellaneous	1,515	1,132	976	1,000	1,000
010-080-00805-10911	Bare Land Lease	2,626	2,626	2,743	2,626	2,626
010-080-00805-10912	Airport - Call Out Fees	13,805	20,000	32,550	20,000	25,000
010-080-00805-10913	Airport - Long-Term Parking Fees	1,730	3,690	9,650	3,500	7,500
010-080-00805-10914	Airport - Ramp Fee	20,903	27,953	153,405	25,000	125,000
010-080-00805-10980	Airport - Aviation Fuel	216,896	237,676	296,796	225,000	340,000
010-080-00805-10990	Airport - Jet Fuel	834,080	1,061,741	1,974,099	1,275,000	2,300,000
010-080-00805-62051	Fairplay Recreation Area Revenue	5,150	3,787	3,092	3,500	-
010-080-00805-62052	Lawrence Bridge Rec Area Revenue	4,463	3,505	2,512	3,500	-
010-080-00805-62053	Mullins Ford Rec Area Revenue	273	445	336	500	-
010-080-00805-62054	Choestoea Landing Revenue	1,062	1,721	962	1,600	-
010-080-00805-62055	Port Bass Landing Revenue	10	-	-	-	-
010-080-00805-62056	Seneca Creek Landing Revenue	3,220	2,543	1,095	2,500	-
010-080-00805-62057	South Union Landing Revenue	901	487	333	500	-
010-080-49807-14902	Solid Waste - Recyclables	213,058	211,554	579,530	250,000	250,000
010-080-49807-14910	Solid Waste - Mulch Sales	8,874	-	-	-	-
<b>Total</b>	<b>Total Charges for Services</b>	<b>2,053,881</b>	<b>2,554,699</b>	<b>4,085,819</b>	<b>2,823,328</b>	<b>4,060,328</b>



Oconee County, South Carolina  
Interest and Investment Income  
2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
Multiple Account Numbers	Interest - Administrative Investment Accounts	903,344	75,750	-	200,000	1,500,000
<b>Total</b>	<b>Total Interest and Investment Income</b>	<b>903,344</b>	<b>75,750</b>	<b>-</b>	<b>200,000</b>	<b>1,500,000</b>

### LGIP Average Monthly Rates

*The average monthly rates, reflect an average of the daily rate to partic, refer to your statements for actual monthly rate.*

Month	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023
July	0.28	0.71	1.08	2.07	2.42	0.50	0.11	1.72
August	0.30	0.70	1.06	2.10	2.28	0.34	0.10	2.32
September	0.35	0.78	1.08	2.09	2.18	0.28	0.10	2.62
October	0.40	0.77	1.10	2.26	2.08	0.21	0.10	3.24
November	0.39	0.78	1.12	2.31	1.92	0.17	0.11	3.94
December	0.49	0.86	1.24	2.39	1.84	0.16	0.14	4.32
January	0.57	0.90	1.35	2.43	1.81	0.16	0.15	4.57
February	0.63	0.92	1.44	2.43	1.74	0.14	0.17	4.75
March	0.70	0.97	1.68	2.47	1.58	0.13	0.34	4.85
April	0.67	1.01	1.88	2.45	1.40	0.13	0.52	5.10
May	0.69	1.01	1.94	2.41	1.00	0.11	0.87	5.27
June	0.70	1.07	2.01	2.30	0.76	0.09	1.26	5.35

**Oconee County, South Carolina  
Airport (720)  
2023-2024 Budget**

Account Number				Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
010	720	10110	00000	Salary and Wages	280,867	333,967	287,498	396,275	423,829
010	720	10710	00000	Overtime	11,111	15,183	22,691	10,000	5,500
010	720	20013	00000	Social Security	21,333	26,041	23,272	31,463	31,679
010	720	20014	00000	Retirement	42,497	52,384	48,013	71,520	76,858
010	720	20015	00000	Workers Compensation	9,742	13,309	14,035	13,750	13,084
010	720	20016	00000	Health Insurance	53,645	54,834	63,973	82,251	73,112
010	720	20027	00000	Dental Insurance	823	3,300	3,850	4,950	4,400
010	720	20028	00000	Vision Insurance	19	600	700	900	800
<b>Salary and Wage Totals</b>					<b>420,037</b>	<b>499,618</b>	<b>464,032</b>	<b>611,109</b>	<b>629,262</b>
010	720	30018	00000	Travel	-	-	493	-	-
010	720	30024	00000	Equipment Maintenance	4,764	5,082	5,385	6,000	6,000
010	720	30025	00000	Professional	80,403	64,074	74,808	77,000	85,000
010	720	30037	00000	Equipment Rental	7,730	17,470	(10,609)	25,000	25,000
010	720	30041	00000	Airport Shuttle Service - Sr. Solutions	1,485	-	-	-	-
010	720	30056	00000	Data Processing	-	-	1,860	3,500	3,500
010	720	30059	00000	Copier Click Charges	541	555	912	750	750
010	720	30080	00000	Dues: Organizations	285	250	250	450	450
010	720	30084	00000	School/Seminar/Training/MTG	688	100	75	1,500	1,000
010	720	30090	00000	Commission Honoraria	700	600	700	700	700
010	720	33022	00000	Building/Grounds Maintenance	23,021	37,903	39,768	25,000	25,000
010	720	33022	97122	Maint Bldgs/Grounds SCAC Grant Match	-	6,300	-	-	-
010	720	34043	00000	Electricity	22,702	21,727	24,732	23,000	23,000
010	720	34044	00000	Water/Sewer/Garbage	1,517	1,689	1,714	1,000	2,000
010	720	40027	00000	Safety Equipment	1,647	1,121	1,706	2,000	2,000
010	720	40031	00000	Small Equipment	5,840	3,401	4,219	4,500	4,500
010	720	40032	00000	Operational	7,224	6,938	8,338	8,000	8,000
010	720	40033	00000	Postage	202	90	150	250	250
010	720	40034	00000	Food	965	788	1,193	1,000	1,000
010	720	40045	00000	IT Replacement Eq/Software	-	-	2,204	-	-
010	720	40065	00000	Uniforms/Clothing	869	1,315	2,066	2,000	2,000
010	720	40932	00000	Airport Resale Items	1,260	1,561	1,313	2,000	2,000
010	720	40980	00000	Aviation Gas	160,950	179,257	256,285	180,000	328,000
010	720	40990	00000	Jet Fuel	399,063	442,361	1,176,665	975,000	1,458,000
010	720	60990	00000	Credit Cards Processing Fees	26,072	30,584	48,873	30,000	30,000
010	720	80720	00000	Vehicle Maintenance	12,290	12,474	15,173	10,000	10,000
010	720	09999	00000	Grant Match	-	-	-	384,056	-
010	720	81720	00000	Gasoline	1,470	2,664	3,388	3,000	3,000
010	720	82720	00000	Diesel	1,862	2,551	5,394	2,000	2,000
<b>Expenditure Total</b>					<b>763,550</b>	<b>840,855</b>	<b>1,667,057</b>	<b>1,767,706</b>	<b>2,023,150</b>
<b>Department Total</b>					<b>1,183,587</b>	<b>1,340,473</b>	<b>2,131,089</b>	<b>2,378,815</b>	<b>2,652,412</b>

**Airport (720)**  
**2023-2024 Budget**

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
<b>Direct Revenue</b>						
010 080 00805 10900	Airport - Hangar Rent	129,843	126,368	127,960	148,802	148,802
010 080 00805 10904	Airport Comm./Mechanic	5,775	6,300	6,300	6,300	6,300
010 080 00805 10905	Tie Down	3,750	3,535	3,915	3,500	3,600
010 080 00805 10906	Airport Miscellaneous	1,515	1,132	976	1,000	1,000
010 080 00805 10911	Bare Land Lease	2,626	2,626	2,743	2,626	2,626
010 080 00805 10912	Airport - Call Out Fees	13,805	20,000	32,550	20,000	25,000
010 080 00805 10913	Airport - Long-Term Parking Fees	1,730	3,690	9,650	3,500	7,500
010 080 00805 10914	Airport - Ramp Fee	20,903	27,953	153,405	25,000	125,000
010 080 00805 10915	Airport Special Events	5,017	750	1,375	-	-
010 080 00805 10916	Airport Shuttle - SR Solutions	5,095	-	1,341	-	-
010 080 00805 10980	Airport - Aviation Fuel	216,896	237,676	296,796	225,000	340,000
010 080 00805 10990	Airport - Jet Fuel	834,080	1,061,741	1,974,099	1,275,000	2,300,000
<b>Departmental Direct Revenue</b>		<b>1,241,035</b>	<b>1,491,771</b>	<b>2,611,110</b>	<b>1,710,728</b>	<b>2,959,828</b>
<b>Other Revenue</b>		-	-	-	-	-
<b>Cost in Tax Dollars</b>		(57,448)	(151,298)	(480,021)	668,087	(307,416)
<b>Estimated Millage</b>		-0.11	-0.27	-0.82	1.14	-0.51
<b>Percentage of Budget</b>		2.60%	2.69%	3.88%	4.33%	4.69%
<b>Life After Lock-Up</b>		1	1	1	1	1
<b>Full Time Employees</b>		7	7	7	7	7

**Oconee County, South Carolina  
Building Codes Department (702)  
2023-2024 Budget**

Account Number				Description	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
10	702	10110	00000	Salary and Wages	329,910	331,647	382,916	361,702
10	702	10710	00000	Overtime	9,048	6,516	10,000	10,000
10	702	20013	00000	Social Security	24,971	25,107	30,078	30,980
10	702	20014	00000	Retirement	52,629	55,677	68,713	70,774
10	702	20015	00000	Workers Compensation	8,505	9,662	9,628	9,917
10	702	20016	00000	Health Insurance	73,112	63,973	73,112	73,112
10	702	20027	00000	Dental	4,400	3,850	4,400	4,400
10	702	20028	00000	Vision	800	700	800	800
				<b>Salary and Wage Totals</b>	<b>503,375</b>	<b>497,132</b>	<b>579,647</b>	<b>561,686</b>
10	702	30025	00000	Professional	60,687	48,297	75,000	205,000
10	702	30056	00000	Data Processing	34,309	32,620	35,500	42,000
10	702	30059	00000	Copies	829	1,198	3,500	3,500
10	702	30080	00000	Dues: Organizations	479	511	2,500	2,500
10	702	30084	00000	Staff Development	5,091	2,396	10,000	10,000
10	702	40027	00000	Safety Equipment	625	700	2,500	2,500
10	702	40031	00000	Small Equipment	306	4,838	2,000	2,000
10	702	40032	00000	Operational	2,060	1,701	4,000	4,000
10	702	40045	00000	IT Replacement	-	1,470	-	-
10	702	40065	00000	Uniforms/Clothing	1,913	2,431	3,500	3,500
10	702	50870	00000	Capital Vehicles	-	20,000	-	-
10	702	80702	00000	Vehicle Maintenance	3,733	5,889	4,500	4,500
10	702	81702	00000	Gasoline	9,880	15,622	12,000	12,000
				<b>Expenditure Total</b>	<b>119,912</b>	<b>137,673</b>	<b>155,000</b>	<b>291,500</b>
				<b>Department Total</b>	<b>623,287</b>	<b>634,805</b>	<b>734,647</b>	<b>853,186</b>
<b>Direct Revenue</b>								
10	80	805	13700	Building Codes	1,333,492	1,458,453	1,500,000	2,000,000
10	80	805	13701	Building Codes Mobile Home Fees	22,705	23,590	20,000	22,000
10	80	805	13705	Building Codes Plan Review Fees	162,284	92,761	175,000	175,000
10	80	805	13706	Subdivision Plan Review Fees	5,800	4,750	5,000	20,000
10	80	805	10370	Communication Tower Fees	36,000	53,000	32,000	32,000
10	80	805	60735	One Stop Recording Fees	6,915	6,425	5,000	5,000
				<b>Departmental Total Direct Revenue</b>	<b>1,567,196</b>	<b>1,638,979</b>	<b>1,737,000</b>	<b>2,254,000</b>
				<b>Other Revenue</b>	<b>64,456</b>	<b>50,421</b>	<b>74,320</b>	<b>105,469</b>
				<b>Cost in Tax Dollars</b>	<b>(1,008,365)</b>	<b>(1,054,595)</b>	<b>(1,076,673)</b>	<b>(1,506,283)</b>
				<b>Estimated Millage</b>	<b>-1.80</b>	<b>-1.80</b>	<b>-1.84</b>	<b>-2.50</b>
				<b>Percentage of General Fund Budget</b>	<b>1.25%</b>	<b>1.16%</b>	<b>1.34%</b>	<b>1.51%</b>
				<b>Total Full Time Employees</b>	<b>7</b>	<b>7</b>	<b>8</b>	<b>7</b>

Oconee County, South Carolina  
 Other Financing Uses  
 2023-2024 Budget

Account Number	Description	FY 2020 Actual	FY 2021 Actual	FY 2022 Actual	FY 2023 Amended Budget	FY 2024 Budget Amendment 2024-11
010 095 00171 70012	Transfer To Capital Projects Fund - Westminster Magistrate	-	-	500,490	-	-
010 095 00171 70013	Transfer Out - 13 Fund	-	-	37,275	-	-
010 095 00171 70210	Transfer To Sheriff's Victim Services 210 Fund	-	85,000	137,000	40,000	40,000
010 095 00171 70215	Transfer To Solicitor's Victim Services 215 Fund	-	55,000	110,000	45,000	45,000
010 095 00171 70017	Transfer to Rock Quarry for COLA Increase	-	-	-	64,367	-
010 095 00171 70325	Transfer to Capital Equipment - Vehicle Fund	275,000	-	-	-	-
010 095 00171 70340	Transfer to One Time Capital Equipment	-	-	-	-	704,000
010 095 00171 70515	Transfer Out - 515 Fund - FOCUS	-	-	934,000	-	-
<b>Total Other Financing Uses</b>		<b>275,000</b>	<b>140,000</b>	<b>1,718,765</b>	<b>149,367</b>	<b>789,000</b>

Direct Revenue						
<b>Departmental Total Direct Revenue</b>						
	<b>Other Revenue</b>	45,139	14,478	136,518	15,111	97,534
	<b>Cost in Tax Dollars</b>	229,861	125,522	1,582,247	134,256	691,466
	<b>Estimated Millage</b>	0.42	0.22	2.70	0.23	1.15
	<b>Percentage of General Fund Budget</b>	0.60%	0.28%	3.13%	0.27%	1.40%
	<b>Total Full Time Employees</b>	-	-	-	-	-



**Oconee County, South Carolina**  
**Capital Request Fund New Fund 340**  
**2023-2024 Budget**

Account Number	Description	FY 2024 Budget Amendment
	<b>Number of Mills</b>	<b>2.0</b>
<b>Revenues</b>		
	Capital Request Millage	1,240,000
	Transfer In from General Fund	704,000
	Transfer In from TCTC	500,000
	<b>Total Revenues</b>	<b>- 2,444,000</b>
<b>Expenditures</b>		
	<b>Airport</b>	
	Capital Land - Hamilton Property	17,250
	<b>Communications</b>	
	Capital Equipment - Bad Creek Tower Radio Site	85,000
	Capital Equipment - Salem Water Radio Site	65,000
	Capital IT Equipment/Software - HCTC Backup 911 Final	15,000
	<b>Detention Center</b>	
	Maintenance on Building/Grounds - Bar Screen	150,000
	Maintenance on Building/Grounds - Sheriff's Sub-Stations	20,000
	<b>Facilities Maintenance</b>	
	Maintenance on Building/Grounds - Carpet for Public Defender	20,000
	<b>Solid Waste</b>	
	Capital Expenditure Equipment - 6 Recycling 30 Yard Containers	48,000
	Capital Expenditure Equipment - 6 to 8 Compactors/Containers	127,000
	Capital Expenditure Buildings/Grounds - Storage Garage for Supplies	25,000
	Capital Equipment - Transfer Station Wheel Loader	380,000
	Capital Equipment - 110 horse mowing tractor	120,000
	<b>Vehicle Maint</b>	
	Capital Equipment - Tire Mounting Machine and Balancer	20,000
	<b>Unforeseen Emergency</b>	<b>1,351,750</b>
	<b>Total Expenditures</b>	<b>- 2,444,000</b>
	<b>Net Fund Balance</b>	<b>- -</b>

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
ORDINANCE 2024-12**

**AN ORDINANCE AUTHORIZING THE CONVEYANCE OF EASEMENT RIGHTS TO THE CENTRAL ELECTRIC POWER COOPERATIVE, INC. FOR THE PURPOSE OF UTILITY INFRASTRUCTURE CONSTRUCTION AND MAINTENANCE AT THE SENACA RAIL PARK; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County (“County”), a body politic and corporate and a political subdivision of the State of South Carolina, is the owner of an industrial and business park known as the Seneca Rail Park (“County Property”);

**WHEREAS**, the Central Electric Power Corporation, Inc. (“Central Electric”) wishes to acquire from the County, and the County wishes to grant to Central Electric, certain easement rights for the construction, maintenance, alteration, and replacement of an electric line or lines, for overhead or underground electric transmission, distribution, and communication lines under and through certain portions of the County Property (collectively, the “Easements Rights”);

**WHEREAS**, the form, terms, and provisions of the easement agreement (the “Easement Agreement”) now before the Oconee County Council (“Council”), a copy of which is attached hereto as Exhibit A, are acceptable to the Council for the purpose of giving effect to the Easement Rights; and

**WHEREAS**, Section 4-9-30(2) of the South Carolina Code of Laws authorizes the County to transfer or otherwise dispose of interests in real property.

**NOW, THEREFORE**, be it ordained by Council, in meeting duly assembled, that:

1. Council hereby approves the grant of the Easement Rights, subject to and in conformity with the provisions of the Easement Agreement.
2. The County Administrator is authorized to execute and deliver the Easement Agreement on behalf of the County in substantially the same form as attached hereto as Exhibit A, with only such changes as are not materially adverse to the County.
3. The County Administrator is further authorized to execute and deliver any and all other documents or instruments on behalf of the County, as relate to the Easement Rights, in form and substance acceptable to the County Administrator.
4. Should any part of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Ordinance.
5. All other terms, provisions, and parts of the Oconee County Code of Ordinances, not amended hereby, directly or by implication, shall remain in effect.

6. This Ordinance shall take effect and be in full force from and after third reading, public hearing, and enactment by Council.

**ORDAINED** in meeting, duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

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Jennifer C. Adams  
Clerk to Oconee County Council

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Matthew Durham  
Chair, Oconee County Council

First Reading: March 05, 2024  
Second Reading: March 19, 2024  
Third Reading: April 02, 2024  
Public Hearing: April 02, 2024

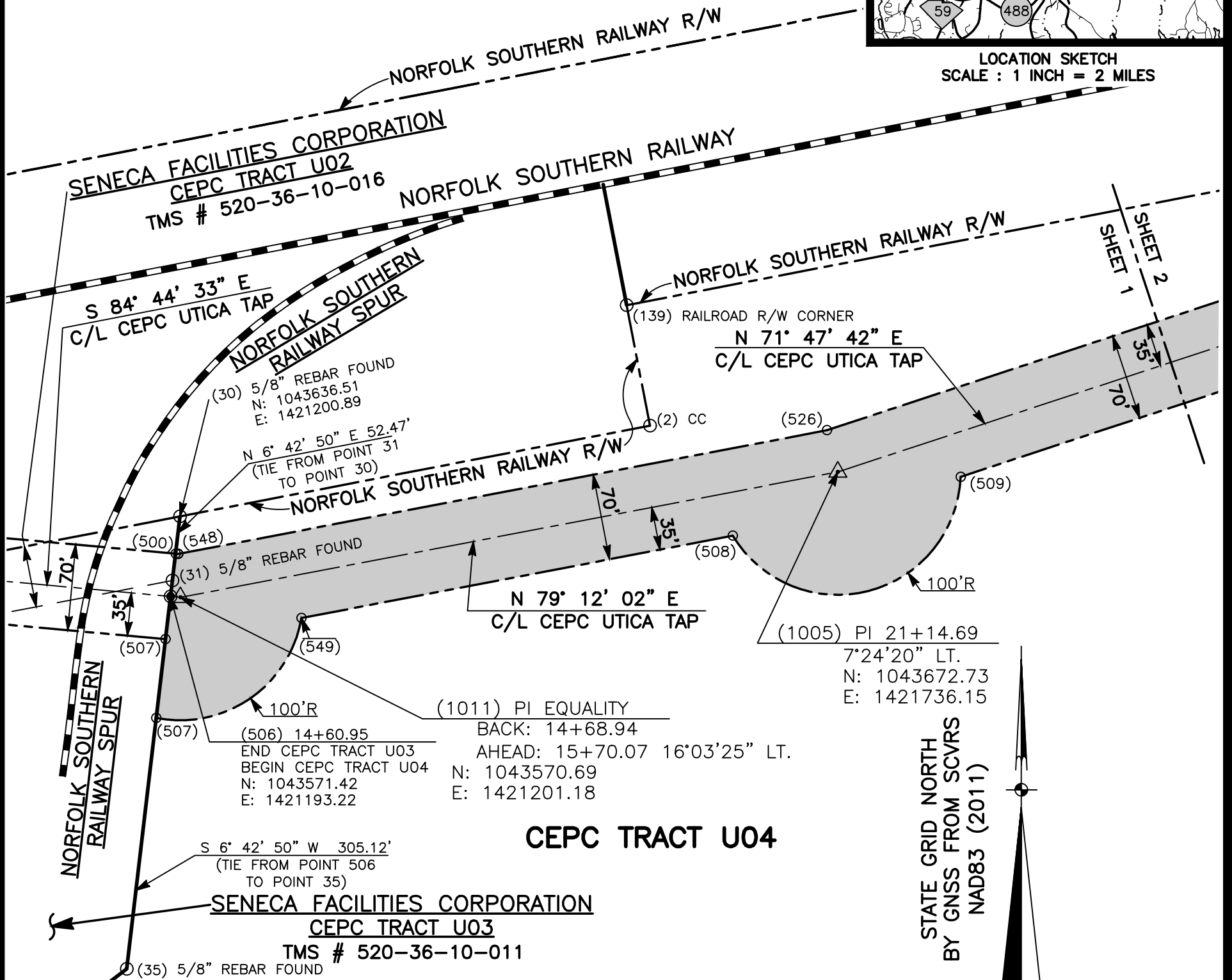


AREA REQUIRED FOR  
ELECTRIC TRANSMISSION LINE R/W ON  
CEPC TRACT U04  
STA. 14+60.95 TO STA. 42+25.06  
R/W AREA REQUIRED  
5.20 ACRES

COUNTY: OCONEE  
TMS # 520-36-10-017  
DEED: BOOK 1894 PAGES 221-225  
PLAT: BOOK B403 PAGES 6-7



LOCATION SKETCH  
SCALE : 1 INCH = 2 MILES



**CEPC TRACT U04**

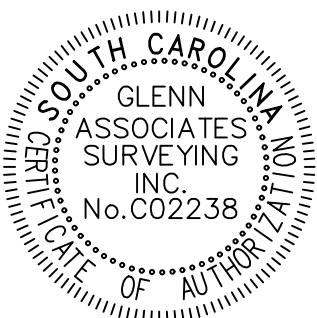
NOTE: PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR).

SURVEYOR'S SEAL



SURVEYOR'S SEAL

C.O.A. SEAL



**DRAFT  
JANUARY 8, 2024**

MAP OF PROPOSED TRANSMISSION R/W  
PREPARED FOR  
CENTRAL ELECTRIC POWER COOPERATIVE, INC.  
V-07 UTICA TAP 100 kV LINE  
CROSSING PROPERTY OF  
**CEPC TRACT U04-OCONEE COUNTY**  
OCONEE COUNTY, SOUTH CAROLINA

JANUARY 3, 2024

0 100' 200' 300' 400' 500'

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.  
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

**MICHAEL R. MILLS ; S.C.P.L.S. # 11606**

I HEREBY CERTIFY THAT THE CLOSURE ALONG THE CENTERLINE SURVEY OF THE TRANSMISSION LINE R/W SHOWN ON THIS PLAT IS NO LESS THAN 1:10,000 AND THAT THE PROPERTY LINE TIES ARE BASED ON THE CENTERLINE SURVEY MADE FROM ACTUAL FIELD SURVEYS.

DRAWING BY JOE M. RAMSEY

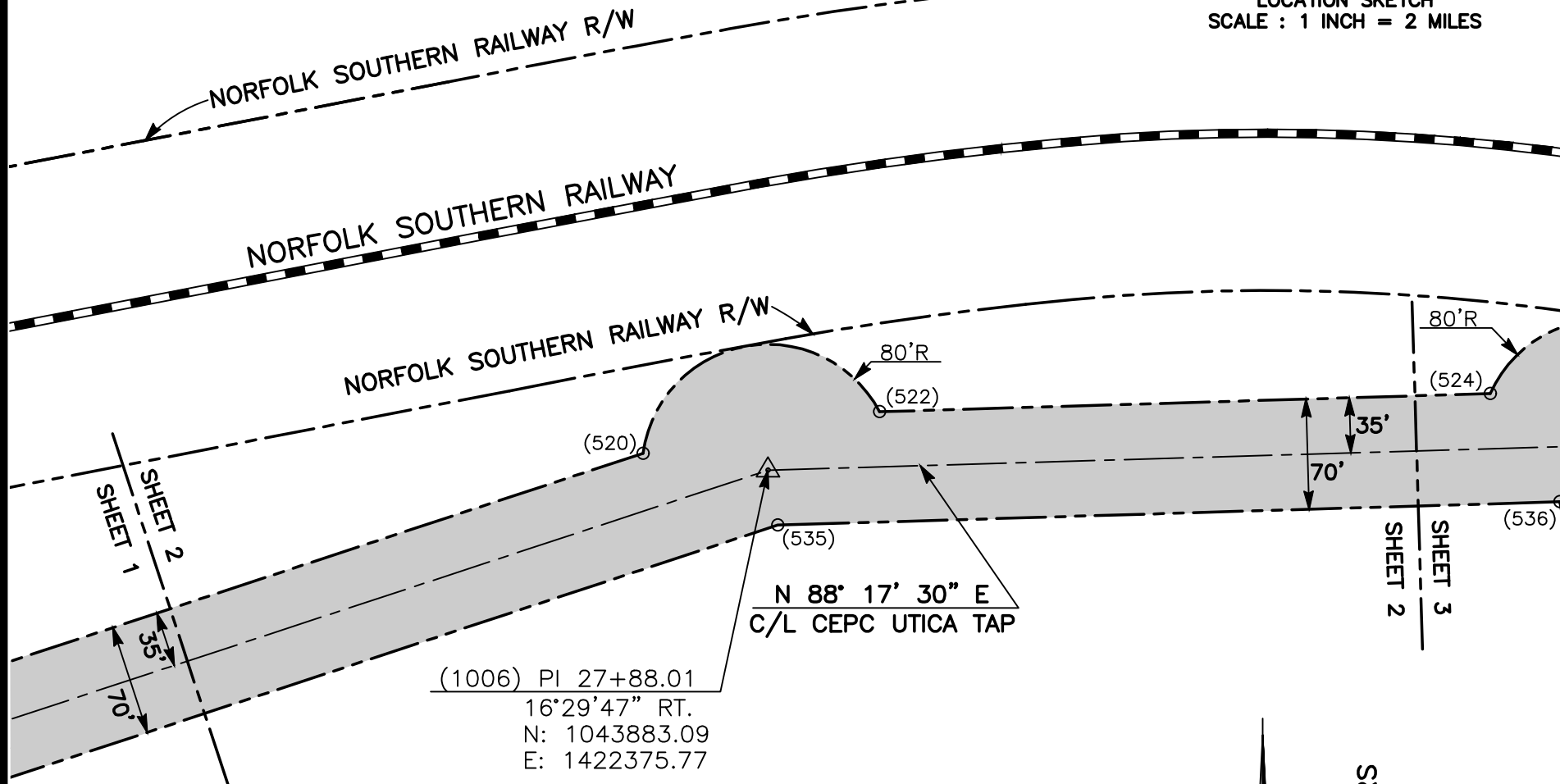
**SHEET 1 OF 4**

AREA REQUIRED FOR  
ELECTRIC TRANSMISSION LINE R/W ON  
CEPC TRACT U04  
STA. 14+60.95 TO STA. 42+25.06  
R/W AREA REQUIRED  
5.20 ACRES

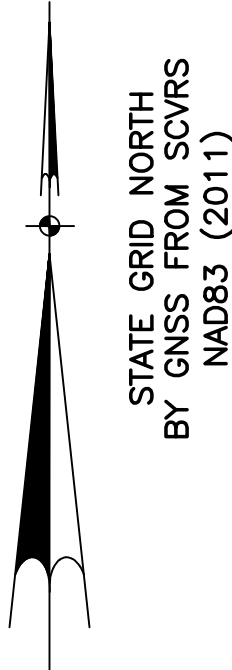
COUNTY: OCONEE  
TMS # 520-36-10-017  
DEED: BOOK 1894 PAGES 221-225  
PLAT: BOOK B403 PAGES 6-7



LOCATION SKETCH  
SCALE : 1 INCH = 2 MILES



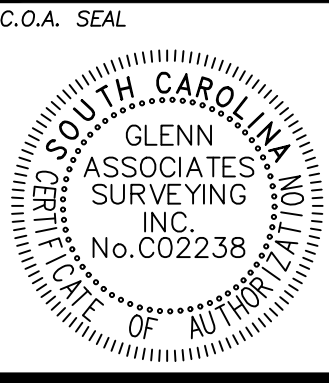
CEPC TRACT U04



NOTE: PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR).



SURVEYOR'S SEAL  
**DRAFT  
JANUARY 8, 2024**



MAP OF PROPOSED TRANSMISSION R/W  
PREPARED FOR  
CENTRAL ELECTRIC POWER COOPERATIVE, INC.  
V-07 UTICA TAP 100 kV LINE  
CROSSING PROPERTY OF  
**CEPC TRACT U04-OCONEE COUNTY**  
OCONEE COUNTY, SOUTH CAROLINA

JANUARY 3, 2024  
0 100' 200' 300' 400' 500'

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.  
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

**MICHAEL R. MILLS ; S.C.P.L.S. # 11606**

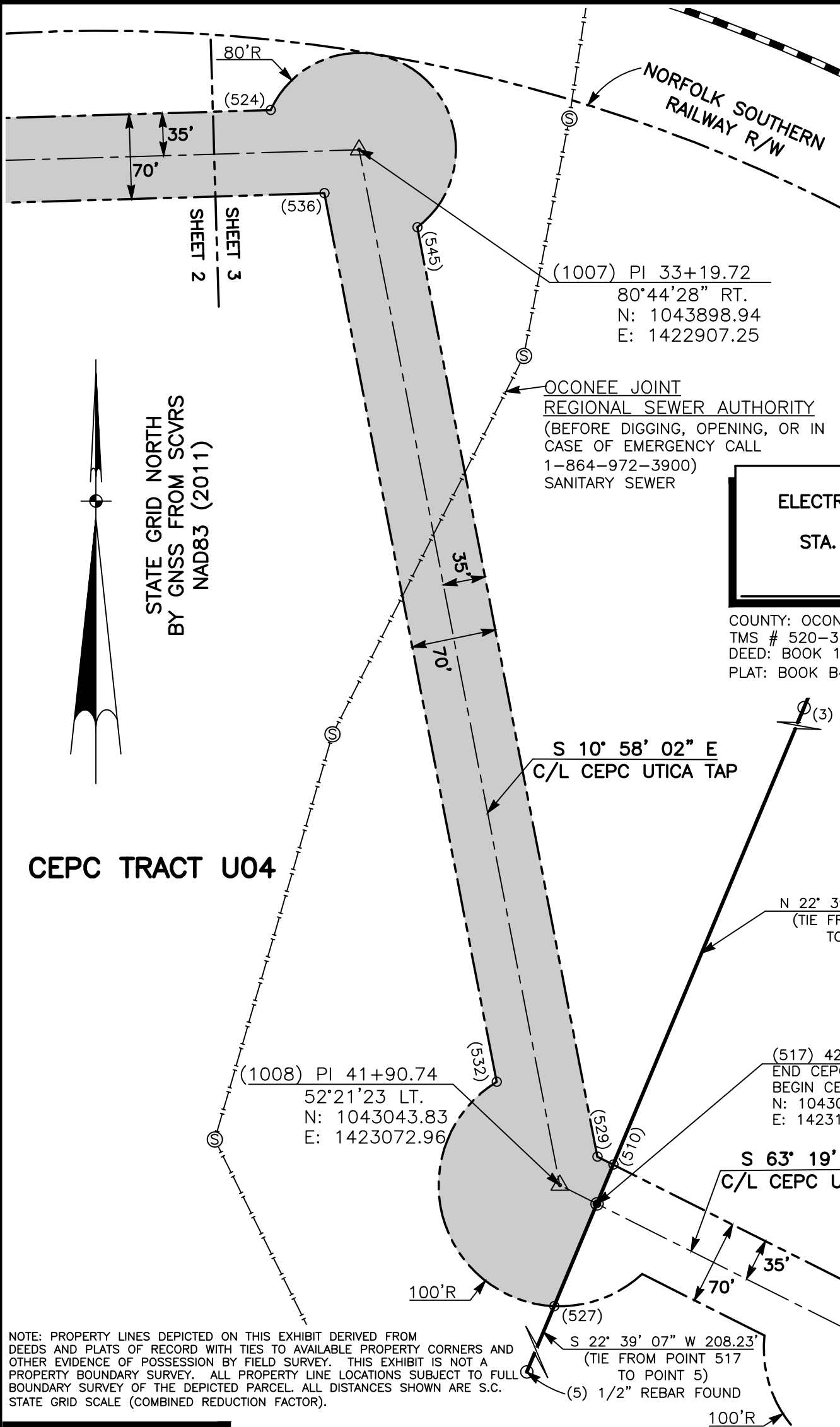
I HEREBY CERTIFY THAT THE CLOSURE ALONG THE CENTERLINE SURVEY OF THE TRANSMISSION LINE R/W SHOWN ON THIS PLAT IS NO LESS THAN 1:10,000 AND THAT THE PROPERTY LINE TIES ARE BASED ON THE CENTERLINE SURVEY MADE FROM ACTUAL FIELD SURVEYS.

DRAWING BY JOE M. RAMSEY

SHEET 2 OF 4



LOCATION SKETCH  
SCALE : 1 INCH = 2 MILES



STATE GRID NORTH  
BY GNSS FROM SCVRS  
NAD83 (2011)

AREA REQUIRED FOR  
ELECTRIC TRANSMISSION LINE R/W ON  
CEPC TRACT U04  
STA. 14+60.95 TO STA. 42+25.06  
R/W AREA REQUIRED  
5.20 ACRES

COUNTY: OCONEE  
TMS # 520-36-10-017  
DEED: BOOK 1894 PAGES 221-225  
PLAT: BOOK B403 PAGES 6-7

(3) 3/4" REBAR FOUND  
N 22° 39' 07" E 514.36'  
(TIE FROM POINT 517  
TO POINT 3)

NEW HORIZON  
ELECTRIC COOPERATIVE, INC.  
CEPC TRACT U05  
TMS # 240-00-04-007

(517) 42+25.06  
END CEPC TRACT U04  
BEGIN CEPC TRACT U05  
N: 1043028.42  
E: 1423103.62

(1010) END C/L SURVEY  
45+58.75  
N: 1042969.24  
E: 1423371.78

N 26° 40' 35" E  
C/L CEPC  
UTICA TAP

(1009) PI 44+91.25  
90°00'00" LT.  
N: 1042908.92  
E: 1423341.47

MAP OF PROPOSED TRANSMISSION R/W  
PREPARED FOR  
CENTRAL ELECTRIC POWER COOPERATIVE, INC.  
V-07 UTICA TAP 100 kV LINE  
CROSSING PROPERTY OF  
CEPC TRACT U04-OCONEE COUNTY  
OCONEE COUNTY, SOUTH CAROLINA

JANUARY 3, 2024

0 100' 200' 300' 400' 500'

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.  
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

MICHAEL R. MILLS ; S.C.P.L.S. # 11606

I HEREBY CERTIFY THAT THE CLOSURE ALONG THE CENTERLINE SURVEY OF THE TRANSMISSION LINE R/W  
SHOWN ON THIS PLAT IS NO LESS THAN 1:10,000 AND THAT THE PROPERTY LINE TIES ARE BASED ON  
THE CENTERLINE SURVEY MADE FROM ACTUAL FIELD SURVEYS.

DRAWING BY JOE M. RAMSEY

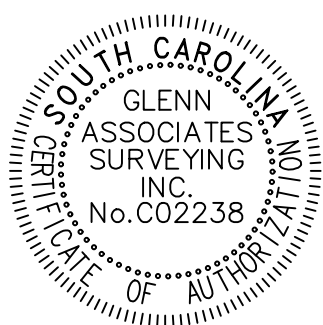
SHEET 3 OF 4

SURVEYOR'S SEAL



SURVEYOR'S SEAL

C.O.A. SEAL



DRAFT  
JANUARY 8, 2024

**"EXHIBIT A"**

**AREA REQUIRED FOR  
ELECTRIC TRANSMISSION LINE R/W ON  
CEPC TRACT U04  
STA. 14+60.95 TO STA. 42+25.06  
R/W AREA REQUIRED  
5.20 ACRES**

COUNTY: OCONEE  
TMS # 520-36-10-017  
DEED: BOOK 1894 PAGES 221-225  
PLAT: BOOK B403 PAGES 6-7



**LOCATION SKETCH  
SCALE : 1 INCH = 2 MILES**

COURSES ALONG BOUNDARY OF CEPC TRACT U04 R/W AREA REQUIRED - 5.20 ACRES STA. 14+60.95 TO STA. 42+25.06		
PT-PT	BEARING	DISTANCE
506-31	N 06° 42' 50" E	13.06'
31-500	N 06° 42' 50" E	21.95'
500-548	S 84° 43' 24" E	2.16'
548-526	N 79° 12' 02" E	537.42'
526-520	N 71° 47' 43" E	599.12'
520-522	SEE CURVE DATA	
522-524	N 88° 17' 30" E	387.83'
524-545	SEE CURVE DATA	
545-529	S 10° 58' 02" E	781.88'
529-510	S 63° 19' 25" E	14.65'
510-517	S 22° 39' 07" W	35.09'
517-527	S 22° 39' 07" W	91.55'
527-532	SEE CURVE DATA	
532-536	N 10° 58' 02" W	747.59'
536-535	S 88° 17' 30" W	496.88'
535-509	S 71° 47' 43" W	574.58'
509-508	SEE CURVE DATA	
508-552	S 79° 12' 02" W	357.27'
552-553	SEE CURVE DATA	
553-507	N 06° 42' 50" E	64.47'
507-506	N 06° 42' 50" E	35.01'

CURVE DATA TABLE-CEPC TRACT U04						
PT-PT	RADIUS POINT	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
520-522	1006	144° 36' 28" RT.	80.00'	N 80° 02' 36" E	152.43'	201.91'
524-545	1007	208° 51' 08" RT.	80.00'	S 51° 20' 16" E	154.96'	291.61'
527-532	1008	145° 54' 39" RT.	100.00'	N 14° 24' 36" W	191.22'	254.66'
509-508	1009	146° 25' 52" RT.	100.00'	S 75° 29' 53" W	191.48'	255.57'
552-553	1011	91° 36' 22" RT.	100.00'	S 55° 29' 28" W	143.39'	159.88'

NOTE: PROPERTY LINES DEPICTED ON THIS EXHIBIT DERIVED FROM DEEDS AND PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY CORNERS AND OTHER EVIDENCE OF POSSESSION BY FIELD SURVEY. THIS EXHIBIT IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY LINE LOCATIONS SUBJECT TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL. ALL DISTANCES SHOWN ARE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR).



MAP OF PROPOSED TRANSMISSION R/W  
PREPARED FOR  
CENTRAL ELECTRIC POWER COOPERATIVE, INC.  
V-07 UTICA TAP 100 kV LINE  
CROSSING PROPERTY OF  
**CEPC TRACT U04-OCONEE COUNTY**  
OCONEE COUNTY, SOUTH CAROLINA  
JANUARY 3, 2024

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.  
P.O. BOX 12 JENKINSVILLE, S.C. 29065 telephone (803) 345-5297

**MICHAEL R. MILLS ; S.C.P.L.S. # 11606**

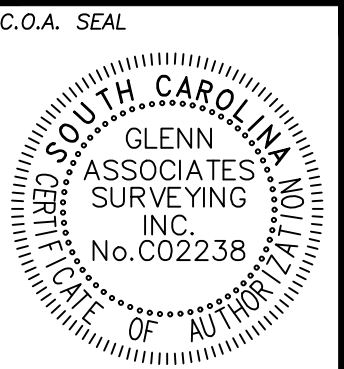
I HEREBY CERTIFY THAT THE CLOSURE ALONG THE CENTERLINE SURVEY OF THE TRANSMISSION LINE R/W SHOWN ON THIS PLAT IS NO LESS THAN 1:10,000 AND THAT THE PROPERTY LINE TIES ARE BASED ON THE CENTERLINE SURVEY MADE FROM ACTUAL FIELD SURVEYS.

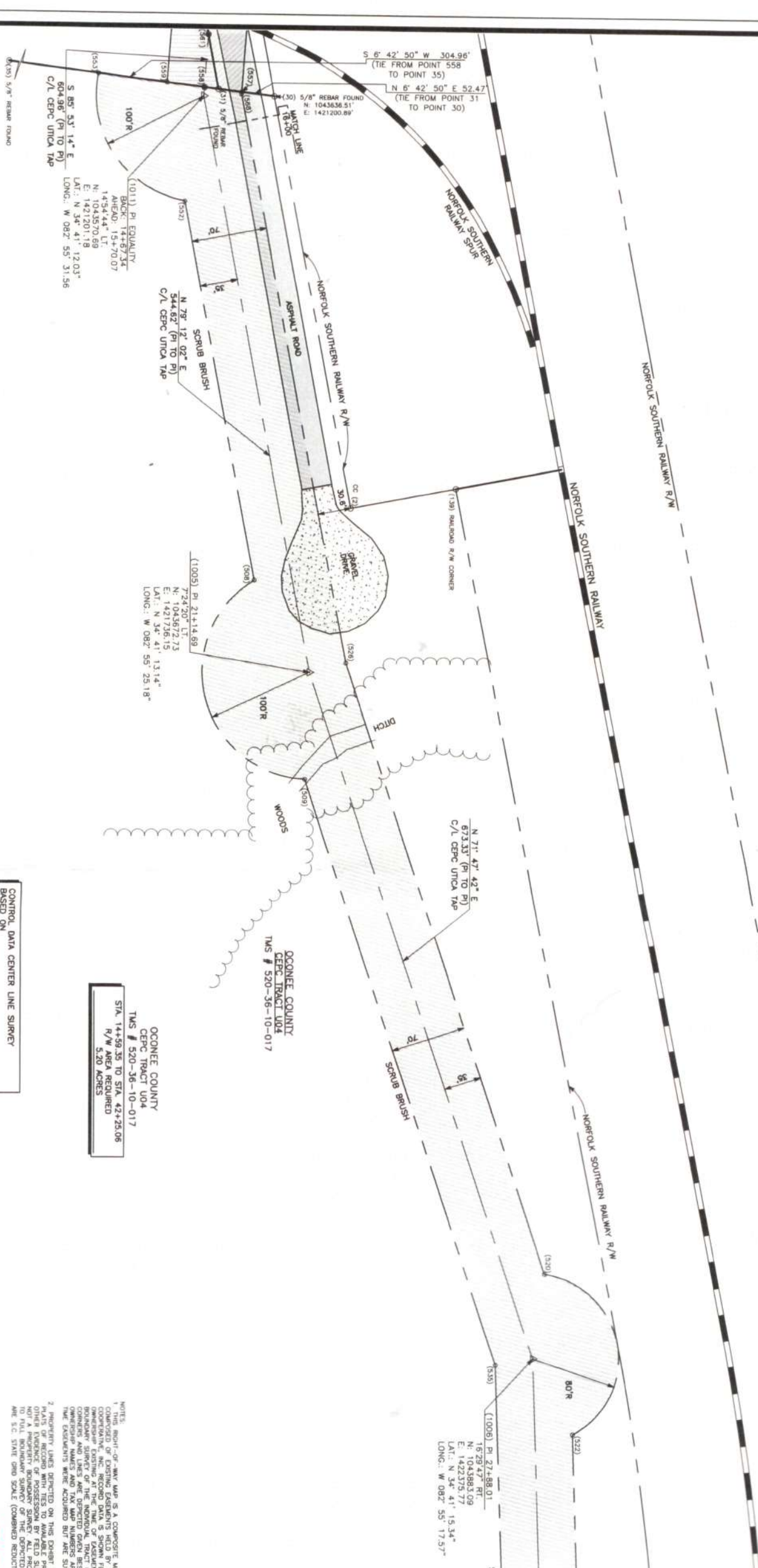
DRAWING BY JOE M. RAMSEY

**SHEET 4 OF 4**

SURVEYOR'S SEAL

**DRAFT  
JANUARY 8, 2024**





DRAWING BY JOE M. RANNEY  
 SURVEYOR'S SEAL  
 SOUTH CAROLINA  
 JOE M. RANNEY  
 11898  
 MICHAEL RALPH WILLS

C.O.A. SEAL  
 SOUTH CAROLINA  
 GLENN ASSOCIATES  
 SURVEYING  
 No. 002238

HATCH PATTERN LEGEND FOR  
 CEPIC TRACTS  
 HATCH PATTERN FOR  
 SENECA FACILITIES CORPORATION  
 CEPIC TRACT U01  
 HATCH PATTERN FOR  
 NORFOLK SOUTHERN RAILWAY  
 CEPIC TRACT U01A  
 HATCH PATTERN FOR  
 SENECA FACILITIES CORPORATION  
 CEPIC TRACT U02  
 HATCH PATTERN FOR  
 SENECA FACILITIES CORPORATION  
 CEPIC TRACT U03  
 HATCH PATTERN FOR  
 OCONEE COUNTY  
 CEPIC TRACT U04  
 HATCH PATTERN FOR  
 NEW HORIZON ELECTRIC COOPERATIVE, INC.  
 CEPIC TRACT U05

GLENN ASSOCIATES  
 SURVEYING  
 LEGEND  
 P.I.  
 CEPIC R/W MONUMENT  
 CENTERLINE POINT AT  
 PROPERTY CORNER  
 WELL  
 SANITARY SEWER  
 MANHOLE  
 WOODS / TREE  
 RIGHT WAY  
 CENTER LINE  
 PAVED ROAD  
 DIRT ROAD / WOODS TRAIL  
 WATER / CREEK  
 DITCH  
 BARR WIRE  
 FENCE  
 NET WIRE  
 ELECTRICAL STRUCTURE (POWER POLE LINE STRUCTURE)  
 CEPIC CENTRAL ELECTRIC POWER CO. COOPERATIVE, INC.  
 SENECA SOUTH CAROLINA PUBLIC SERVICE AUTHORITY  
 HOPE HIGH DENSITY BOLD ETHYLENE RENFORCED PIPE  
 OCC COMPUTED CORNER  
 FIRE HYDRANT  
 FORCE MAIN VALVE  
 WATER VALVE

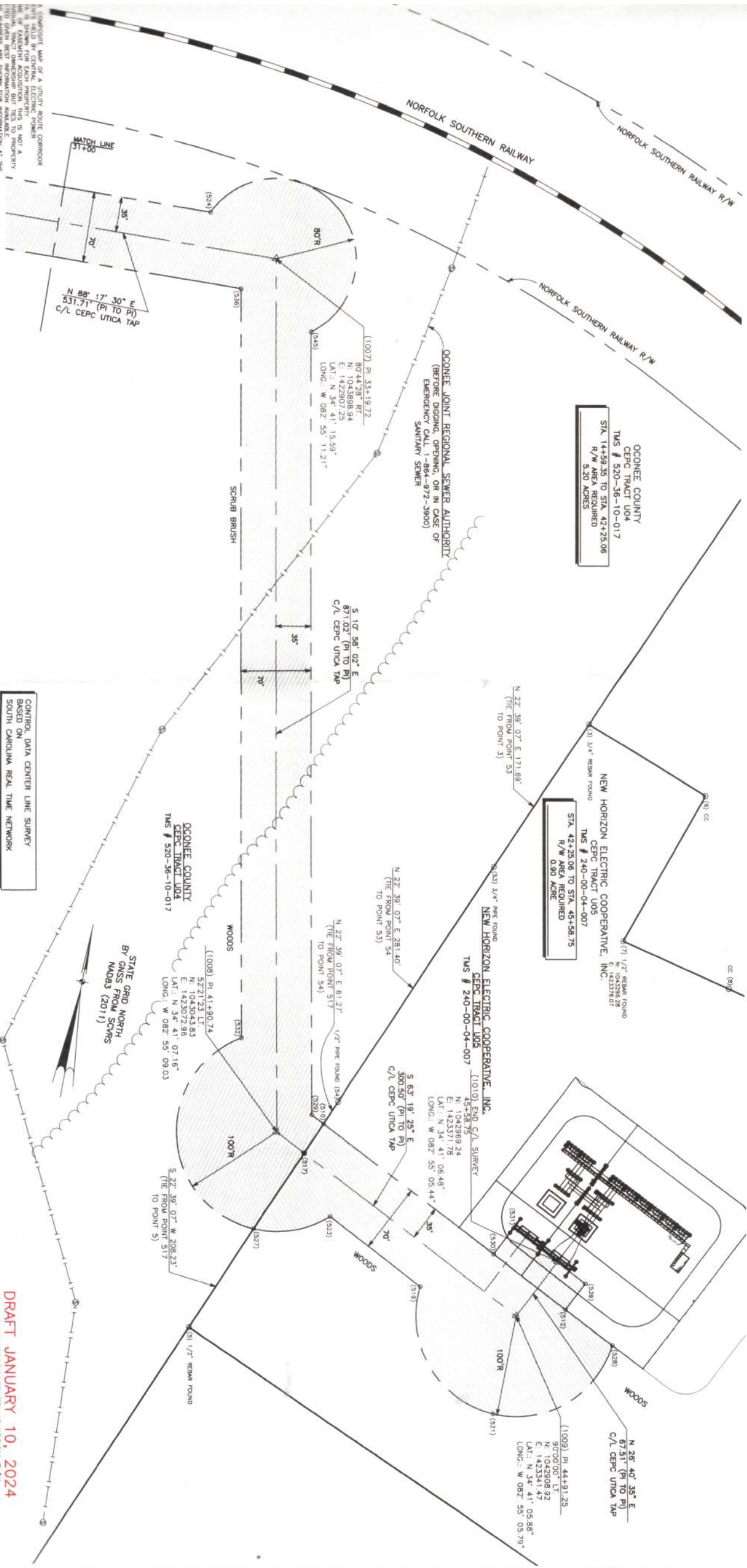
CONTROL DATA CENTER LINE SURVEY  
 BASED ON  
 SOUTH CAROLINA REAL TIME NETWORK  
 OCONEE COUNTY  
 CEPIC TRACT U04  
 TMS # 520-36-10-017  
 STA. 14+59.35 TO STA. 42+25.06  
 R/W AREA REQUIRED  
 5.20 ACRES  
 NOTES:  
 1. RIGHT-OF-WAY MAP IS A COMPOSITE MAP OF A COMBINED OR EXISTING EXAMINATION INTO A COOPERATIVE, INC. RECORD DATA IS SHOWN FOR EACH OVERLAPPING EXISTING AT THE TIME OF EXAMINATION ACQUISITION. THE RECORD DATA IS SHOWN FOR EACH OWNERSHIP AND ARE IDENTIFIED ONLY BEST INFROM OWNERSHIP NAMES AND TAX MAP NUMBERS ARE SHOWN. THE EXAMINATIONS WERE ACQUIRED BUT ARE SUBJECT TO THE RECORDING OF THIS EXHIBIT DERIVED PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY RECORDS. THE RECORDING OF THIS EXHIBIT DERIVED PLATS OF RECORD WITH TIES TO AVAILABLE PROPERTY RECORDS IS NOT A PROPERTY BOUNDARY SURVEY. ALL PROPERTY TIES TO FULL BOUNDARY SURVEY OF THE DEPICTED PARCEL ARE S.C. STATE GRID SCALE (COMBINED REDUCTION FACTOR)

SCALE  
 0 50' 100'  
 SURVEYED BY GLENN ASSOCIATES  
 V-07 UTIC  
 OCONEE C  
 MICHAEL R. T.  
 I HEREBY CERTIFY THAT THE TRANSMISSION LINE R/W SHOWN ON THIS MAP IS THE PROPERTY OF SENECA FACILITIES CORPORATION AND IS NOT A PUBLIC HIGHWAY.  
 DRAFT JA  
 MAP OF PFC  
 CENTRAL ELECTRIC  
 V-07 UTIC  
 OCONEE C  
 JA

MATCH LINE  
 PI 33+19.72  
 36+43 SANITARY SEWER (APPROXIMATE)  
 38+89 END BEGIN WOODS

PI 41+90.74  
 42+25.06 END BEGIN CEPC  
 PI 44+91.25  
 END C/L SL

LOCATION SHEET  
 SCALE: 1" = 200'



THIS EXHIBIT DERIVED FROM DEEDS AND RECORDS HELD BY CENTRAL ELECTRIC POWER COOPERATIVE, INC. THIS IS NOT A FINAL ENGINEERING DESIGN AND SHOULD BE USED ONLY FOR INFORMATIONAL PURPOSES. THE ENGINEER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS EXHIBIT. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION AVAILABLE TO THE USER. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION AVAILABLE TO THE USER.

GLENN ASSOCIATES  
 SURVEYING & ENGINEERING  
 1000 W. JENNINGSVILLE ROAD  
 JENNINGSVILLE, SOUTH CAROLINA 29065  
 PHONE: (803) 345-5207  
 FAX: (803) 345-5208  
 WWW.GLENNASSOCIATES.COM

**HATCH PATTERN LEGEND FOR CEPC TRACTS**

- [Hatched Pattern] HATCH PATTERN FOR SENEGA FACILITIES CORPORATION CEPC TRACT U01
- [Hatched Pattern] HATCH PATTERN FOR NORFOLK SOUTHERN RAILWAY CEPC TRACT U04
- [Hatched Pattern] HATCH PATTERN FOR SENEGA FACILITIES CORPORATION CEPC TRACT U03
- [Hatched Pattern] HATCH PATTERN FOR OCONEE COUNTY CEPC TRACT U04
- [Hatched Pattern] HATCH PATTERN FOR NEW HORIZON ELECTRIC COOPERATIVE, INC. CEPC TRACT U05

**CONTROL DATA CENTER LINE SURVEY BASED ON SOUTH CAROLINA REAL TIME NETWORK**

STATE GRID NORTH MADS3 (2011) BENCHMARKS FROM SCVRS

**LEGEND**

- △ P.I.
- CEPC R/W MONUMENT
- CENTERLINE POINT AT PROPERTY CORNER
- WELL
- SANITARY SEWER
- RIGHT OF WAY
- CENTERLINE
- PAVED ROAD
- DIRT ROAD
- WOODS TRAIL
- WATER/SWEEP
- DITCH
- BARRIERS
- NET WIRE
- ELECTRIC STRUCTURE
- TRANSMISSION LINE
- CEPC CENTRAL ELECTRIC POWER COOPERATIVE, INC.
- SENEGA FACILITIES CORPORATION
- SOUTH CAROLINA ALUMINUM
- HIGH BROWNS POLY BLENDED CONCRETE PIPE
- OCC. COMPUTED CORNER
- FIRE HYDRANT

**DRAFT JANUARY 10, 2024**

MAP OF PROPOSED TRANSMISSION R/W PREPARED FOR  
 CENTRAL ELECTRIC POWER COOPERATIVE, INC.  
 V-07 UTICA TAP 100 KV LINE  
 OCONEE COUNTY, SOUTH CAROLINA  
 JANUARY 10, 2024

SURVEYED BY GLENN ASSOCIATES SURVEYING, INC.  
 JENNINGSVILLE, SOUTH CAROLINA 29065 TELEPHONE (803) 345-5207  
 MICHAEL R. MILLS: S.C.P.L.S. # 11605

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2024-02**

**A RESOLUTION APPOINTING AND COMMISSIONING THE FOLLOWING PERSONS: KIRKLAND MARTIN, SUZANNE DOBSON, JAKOB DODD, MICHAEL LIPETRI, BROCK SEYLLER, TIM MATHESON, ZACH FICO, JOSE CORREA, MIKE OZZELLO, AND ALEC MERLO AS CODE ENFORCEMENT OFFICERS (PARK RANGERS) FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”), is a body politic and corporate and a political subdivision of the State of South Carolina;

**WHEREAS**, consistent with the powers granted to county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to be necessary and proper for the security, general welfare, and convenience of the County or for the preservation of health, peace, order, and good government therein;

**WHEREAS**, consistent with S.C. Code § 4-9-145 and O.C. Code §§ 22-71 through 74, the Oconee County Council (the “Council”) may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and,

**WHEREAS**, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission code enforcement officers (park rangers) authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to the proper security, general welfare, and convenience of the county in connection with county parks and recreation areas.

**NOW THEREFORE**, be it resolved by Council in meeting duly assembled that:

Section 1. The following persons: Kirkland Martin, Suzanne Dobson, Jakob Dodd, Michael Lipetri, Brock Seyller, Tim Matheson, Zach Fico, Jose Correa, Mike Ozzello, and Alec Merlo are hereby appointed and commissioned as code enforcement officers for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, these

individuals shall not perform any custodial arrests in the exercise of their duties as code enforcement officers.

Section 2. The code enforcement authority possessed by these individuals shall extend throughout the entirety of Oconee County, but such authority shall be limited to enforcing those ordinances and regulations that are related to the proper security, general welfare, and convenience of the county as regards county parks and recreation areas. All enforcement activities shall be conducted in a manner consistent with local, state, and federal law.

Section 3. The County Administrator shall execute and provide each code enforcement officer with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of their appointment and commissioning hereby.

Section 4. Each of the above-named persons shall serve as code enforcement officers until their appointment and commission is revoked or their employment with Oconee County terminates.

Section 5. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2024, in meeting duly assembled.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council



**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2024-03**

**A RESOLUTION APPOINTING AND COMMISSIONING JARRETT BURDETTE AS A CODE ENFORCEMENT OFFICER FOR THE PROPER SECURITY, GENERAL WELFARE, AND CONVENIENCE OF OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the “County”), is a body politic and corporate and a political subdivision of the State of South Carolina;

**WHEREAS**, consistent with the powers granted county governments by S.C. Code § 4-9-30 and pursuant to S.C. Code § 4-9-25, the County has the authority to enact regulations, resolutions, and ordinances not inconsistent with the Constitution and general law of the State of South Carolina, including the exercise of such powers concerning health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein;

**WHEREAS**, consistent with S.C. Code § 4-9-145 and O.C. Code § 20-30, *et seq.*, the Oconee County Council (the “Council”) may appoint and commission, by resolution, as many code enforcement officers as may be necessary for the proper security, general welfare, and convenience of the County; and

**WHEREAS**, in order to promote a clean, healthy, and safe environment for the citizens of Oconee County, the Council deems it proper to appoint and commission a code enforcement officer who is authorized to carry out all tasks necessary and incidental to enforce those Oconee County ordinances related to environmental control, nuisance, property maintenance, substandard housing, zoning, and land use throughout the County.

**NOW, THEREFORE**, be it resolved by Council in meeting duly assembled that:

Section 1. Jarrett Burdette (“Burdette”) is hereby appointed and commissioned as a code enforcement officer for Oconee County for the purpose of providing for the proper security, general welfare, and convenience of the County, replete with all the powers and duties conferred by law upon constables in addition to such duties as may be imposed upon him by the governing body of the County, and with all the powers and duties conferred pursuant to the provisions of S.C. Code § 4-9-145. Provided, however, Burdette shall not perform any custodial arrests in the exercise of his duties as a code enforcement officer.

Section 2. Burdette’s code enforcement authority shall extend throughout the entirety of the unincorporated portions of Oconee County and shall be limited to those ordinances that are

related to environmental control, nuisance, property maintenance, substandard housing, zoning, and land use. All enforcement activities shall be conducted in a manner consistent with local, state, and federal law.

Section 3. The County Administrator shall execute and provide Burdette with a Certificate of Commission and such other credentials as are deemed necessary to serve as evidence of Burdette’s appointment and commissioning hereby.

Section 4. Burdette shall serve as a code enforcement officer until this appointment and commission is revoked or his employment with Oconee County ends.

Section 5. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 6. This Resolution shall take effect and be in force immediately upon enactment.

RESOLVED this \_\_\_\_ day of \_\_\_\_\_, 2024, in meeting duly assembled.

**ATTEST:**

\_\_\_\_\_  
Jennifer C. Adams  
Clerk to Oconee County Council

\_\_\_\_\_  
Matthew Durham  
Chair, Oconee County Council

**STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
RESOLUTION 2024-04**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN EASEMENT AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE ARMY / SECRETARY OF THE ARMY FOR A PUBLIC ROAD OR STREET (WOODLAWN ROAD) LOCATED ON THE HARTWELL LAKE PROJECT; EASEMENT NO. DACW21-2-23-0063.**

**WHEREAS**, Oconee County, South Carolina (“County”) has need of easement rights as relates to certain property of the United States of America, Department of the Army, Secretary of the Army (the “Secretary”) for purposes of County road operation, maintenance, and related uses;

**WHEREAS**, the County previously acquired such easement rights by Easement No. DACW21-2-99-5111, which now has, or soon will, expire;

**WHEREAS**, the Secretary has agreed to enter into a new easement agreement, which is attached hereto as Exhibit A, and which is identified as Easement No. DACW21-2-23-0063 (the “Easement”);

**WHEREAS**, the Oconee County Council (“Council”) has reviewed the form of the Easement and determined that it is in the best interest of the County and its residents and citizens for the County to execute and enter into the Easement, and Council wishes to approve the same and to authorize the County Administrator to execute and deliver the Easement and all related agreements and documents necessary or incidental thereto.

**NOW, THEREFORE**, it is hereby resolved by the Oconee County Council, in meeting duly assembled, that:

Section 1. Easement Approved. The Easement is hereby approved, and the County Administrator is hereby authorized to execute and deliver the Easement in substantially the same form as Exhibit A, attached hereto.

Section 2. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such other documents and instruments which may be necessary or incidental to the Easement and to execute and deliver any such documents and instruments on behalf of the County.

Section 3. Severability. Should any term, provision, or content of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of this Resolution.

Section 4. General Repeal. All orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

**RESOLVED** in meeting, duly assembled, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

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Jennifer C. Adams  
Clerk to County Council

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Matthew Durham  
Chair, Oconee County Council

**DEPARTMENT OF THE ARMY**  
**EASEMENT FOR PUBLIC ROAD OR STREET**  
**LOCATED ON**  
**LAKE HARTWELL**  
**OCONEE COUNTY, SOUTH CAROLINA**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to the **Oconee County**, hereinafter referred to as the grantee, an easement for Woodlawn Road, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in **Exhibit "A"**, attached hereto and made a part hereof, hereinafter referred to as the premises.

**THIS EASEMENT** is granted subject to the following conditions:

**1. TERM**

This easement is granted for a term of fifty (50) years, beginning March 1, 2024 and ending February 28, 2074, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration for this easement shall be the operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **Oconee County Administrator, 415 South Pine Street, Walhalla, South Carolina 29691**; and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Savannah District, 100 West Oglethorpe Avenue, Savannah, Georgia 31401, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

#### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

#### **5. SUPERVISION BY THE DISTRICT ENGINEER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, Savannah District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

#### **6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

#### **7. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

#### **8. INSPECTION AND REPAIRS**

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

#### **9. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this easement, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in

an amount necessary to restore or replace the property to a condition satisfactory to said officer.

#### **10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

#### **11. RIGHT TO CONNECT**

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

#### **12. OTHER AGENCY AGREEMENTS**

It is understood that the provisions of the conditions on **SUPERVISION BY THE DISTRICT ENGINEER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

#### **13. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

#### **14. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the

right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

## 15. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

## 16. ENVIRONMENTAL CONDITION OF PROPERTY

~~An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **Exhibit "C"**. Upon expiration, revocation or termination of this easement, another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on **RESTORATION**.~~

## 17. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.



## **18. NON-DISCRIMINATION**

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d); the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

## **19. RESTORATION**

On or before the termination or revocation of this easement, the grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

## **20. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

## **21. EXECUTIVE ORDER 13658**

a. Any reference in this section to "prime contractor" or "contractor" shall mean the grantee and any reference to "contract" shall refer to the easement.

**b.** The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

**c. Minimum Wages.**

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater

commensurate wage.

**d. Withholding.**

The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

**e. Contract Suspension/Contract Termination/Contractor Debarment.**

In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

**f.** The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

**g.** Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

**h. Payroll Records.**

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (h) (1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (ii) The worker's occupation(s) or classification(s)
- (iii) The rate or rates of wages paid.
- (iv) The number of daily and weekly hours worked by each worker.
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for

inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

i. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

**j. Certification of Eligibility.**

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**k. Tipped employees.**

(1) In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of

cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:

- (i) The employer must inform the tipped employee in advance of the use of the tip credit;
- (ii) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;
- (iii) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and
- (iv) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

**I. Anti-retaliation.**

It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

**m. Disputes concerning labor standards.** Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

**n. Notice.**

The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

## 22. EXECUTIVE ORDER 13658 HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

## 23. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the grantee and any reference to "contract" shall refer to the easement.

### a. Executive Order 13706.

This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

### b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

**c. Withholding.**

The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

**d. Contract Suspension/Contract Termination/Contractor Debarment.**

In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

**e.** The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

**f.** Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

**g. Recordkeeping.**

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);

- (iv) The number of daily and weekly hours worked;
  - (v) Any deductions made;
  - (vi) The total wages paid (including all pay and benefits provided) each pay period;
  - (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
  - (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
  - (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
  - (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
  - (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
  - (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
  - (xiii) The relevant covered contract;
  - (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
  - (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).
- (2)
- (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
  - (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or;
  - (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the



contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis- Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

**h.** The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

**i.** Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**j.** Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

**k. Waiver.**

Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

**l. Notice.**

The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

**m. Disputes concerning labor standards.**

Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**24. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. Section 403), Section 404 of the Clean Water Act (33 U.S.C. Section 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of Army, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Savannah District  
Real Estate Contracting Officer**

**THIS EASEMENT** is also executed by the grantee this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Oconee County**

\_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) :ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me the undersigned  
Notary Public, personally appeared \_\_\_\_\_, known to me to  
be the person described in the foregoing instrument, who acknowledged that they  
executed the same in the capacity therein stated and for the purposes therein  
contained.

**GIVEN** under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

My commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

# CERTIFICATE OF AUTHORITY

I \_\_\_\_\_ certify that I am the \_\_\_\_\_ of  
(name) (title)

Oconee County that \_\_\_\_\_ who signed the foregoing  
(signator of outgrant)  
instrument on behalf of the grantee was then \_\_\_\_\_ of  
(title of signator of outgrant)

Oconee County. I further certify that the said officer was acting within the scope of powers delegated to this governing body of the grantee in executing said instrument.

Oconee County

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk or Appropriate Official

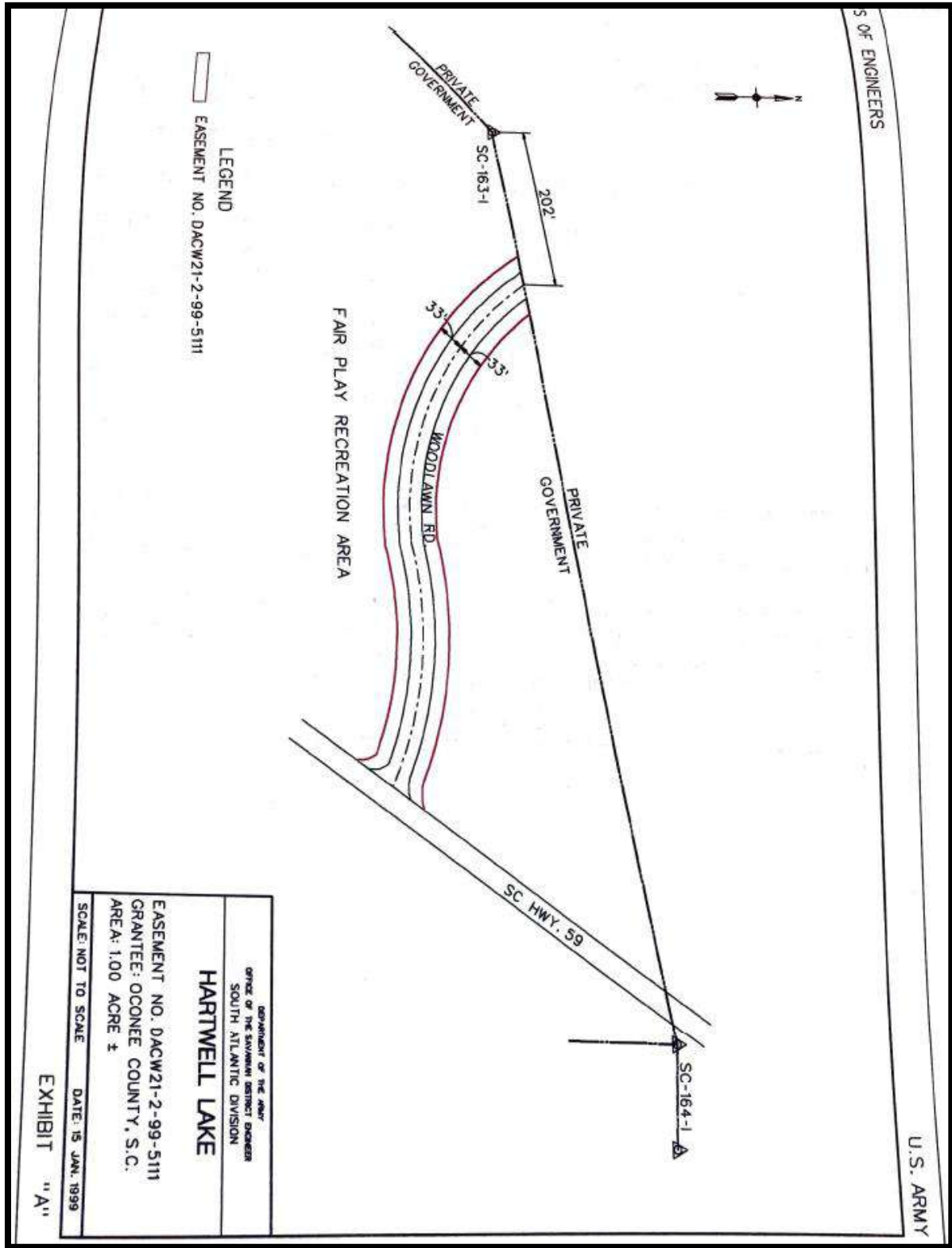


Exhibit A – DACW21-2-23-0063  
 Tract I-926-1

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 5, 2024  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Request for Council’s approval to commit matching funds, not to exceed \$21,000, toward the Oconee County Courthouse and Animal Control Security Improvements Justice Assistance Grant from the South Carolina Department of Public Safety Justice Assistance Grant (JAG) Program.

**Amount: Not to exceed \$21,000**

**BACKGROUND DESCRIPTION:**

- The purpose of this project is to maximize officer safety and the safety of all individuals at the Oconee County Courthouse and Animal Control by making security improvements, specifically the installation of card swipe control systems at key access points.
- The grant requires a 10% match.
- Estimated total project cost is \$210,000, with the County match requirement totaling \$21,000.
- The grant application deadline is March 15, 2024.
- The allocation of funds is contingent on the award of the FY 2025 Justice Assistance Grant.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

Questions or comments should be directed to Lt. John Crum at 864-638-2017 or by email to jcrum@oconeelaw.com.

**FINANCIAL IMPACT [Brief Statement]:**

Oconee County requests the commitment of the matching funds for the security upgrades, contingent on grant award, be included in the FY 2024-2025 Budget.

**Approved by:** \_\_\_\_\_ **Finance**

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Staff requests inclusion in FY 2024-2025 Budget  
If yes, who is matching and how much: Oconee County Sheriff’s Office

**Approved by:** \_\_\_\_\_ **Grants**

**ATTACHMENTS**

Budget Narrative

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff’s recommendation that Council support the Oconee County JAG application submission and commit matching funds, up to \$21,000, for security upgrades at the Oconee County Courthouse and Animal Control.

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

\_\_\_\_\_  
**Brittney Martin, Grants Administrator**

\_\_\_\_\_  
**Amanda F. Brock, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



# Budget

CATEGORIES		GRANTOR	CASH MATCHING FUNDS	TOTAL
<b>PERSONNEL - SALARIES:</b>				
Position Title	Annual Salary/Rate	% of Time On Project		
<b>TOTAL SALARIES:</b>		\$ 0	\$ 0	\$ 0
<b>EMPLOYER CONTRIBUTIONS (Fringe Benefits)</b>				
Description	Rate	X Base		
Social Security & Medicare (FICA)				
Retirement				
Workers Compensation Insurance				
Unemployment Insurance (on first \$7,000 only)				
Health Insurance				
Dental Insurance				
Pre-Retirement Death Benefit				
Accident Death Benefit (Police Officers)				
Other Employer Contributions (Itemize)				
<b>TOTAL EMPLOYER CONTRIBUTIONS:</b>		\$ 0	\$ 0	\$ 0
<b>TOTAL PERSONNEL:</b>		\$ 0	\$ 0	\$ 0
<b>CONTRACTUAL SERVICES:</b>				
<b>(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)</b>				

Description	Cost	Quantity			
Provision and Installation of Access Control System for Courthouse	185500	1	\$166,950	\$18,550	\$185,500
Provision and Installation of Access Control System for Animal Control	24500	1	\$22,050	\$2,450	\$24,500
			\$0	\$0	\$0
<b>TOTAL CONTRACTUAL SERVICES:</b>			\$189,000	\$21,000	\$210,000

**TRAVEL:**

(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)

Description	Cost	Quantity			
			\$0	\$0	\$0
<b>TOTAL TRAVEL:</b>			\$0	\$0	\$0

**EQUIPMENT (\$1,000 or more per Unit):**

(Itemize - DO NOT USE BRAND NAME. Also, DO NOT include leased, rented items or software)

Description	Cost	Quantity			
			\$0	\$0	\$0
<b>TOTAL EQUIPMENT:</b>			\$0	\$0	\$0

**OTHER:**

Description	Cost	Quantity			
			\$0	\$0	\$0
<b>TOTAL OTHER:</b>			\$0	\$0	\$0

**TOTAL PROJECT COST:** \$189,000 \$21,000 \$210,000

# Budget Narrative

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List items under each Budget Category Heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

Provision and Installation of Access Controls for Courthouse includes the pre-installation site survey and assessment to determine layout and requirements for the control system, the procurement of all hardware components, including controllers, readers and electric strikes, installation and configuration, testing and commissions, training/handover, project management and warranty support.

Provision and Installation of Access Controls at Animal Control includes the same scope of work as the Courthouse provision and installation on a smaller scale. The Access Control System installation is to enhance security measures at the animal shelter to ensure safety of the staff, volunteers and animals on the premises.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 5, 2024  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE [Brief Statement]:**

Request for Council’s approval for the submission of the FY 2025 Oconee County Highway Safety Enforcement Grant to the South Carolina Department of Public Safety, Office of Highway Safety and Justice Programs.

**BACKGROUND DESCRIPTION:**

- The purpose of this project is to support a 4-man Special Traffic Enforcement Unit to directly impact and reduce fatalities, severe injuries, DUIs/Impaired driving, speeding and increase seat belt and helmet usage in Oconee County.
- Project costs include overtime for up to four officers, a lidar unit, educational materials and mileage.
- The grant does not require a match.
- Estimated total project cost is \$44,110.
- The grant application deadline is March 15, 2024.
- The project does not include hiring additional personnel, but will provide overtime for officers currently employed at the Oconee County Sheriff’s Office.

**SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:**

**FINANCIAL IMPACT [Brief Statement]:**

The is no match requirement for this grant.

**Approved by:** \_\_\_\_\_ **Finance**

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Not applicable.

If yes, who is matching and how much:

**Approved by:** \_\_\_\_\_ **Grants**

**ATTACHMENTS**

Budget Narrative

**STAFF RECOMMENDATION [Brief Statement]:**

It is staff’s recommendation that Council support the Oconee County FY 2025 Oconee County Highway Safety Enforcement Grant application submission for overtime to support the 4-man Special Traffic Enforcement Unit for increased highway safety.

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

\_\_\_\_\_  
**Brittney Martin, Grants Administrator**

\_\_\_\_\_  
**Amanda F. Brock, County Administrator**

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*A calendar with due dates marked may be obtained from the Clerk to Council.*

# Budget

CATEGORIES			GRANTOR	TOTAL
<b>PERSONNEL - SALARIES:</b>				
Position Title	Annual Salary/Rate	% of Time On Project		
OT Project Activity Hours	29022.72	100	\$29,023	\$29,023
<b>TOTAL SALARIES:</b>			\$29,023	\$29,023

## **PERSONNEL - FRINGE BENEFITS, EMPLOYER PORTION:**

**(Itemize - i.e FICA, Work, Comp, Retirement, etc.)**

Description	Rate	X Base		
Social Security & Medicare (FICA)	0.0765	29022.72	\$2,220	\$2,220
Retirement	0.2124	29022.72	\$6,164	\$6,164
Workers Compensation Insurance	0.036676	29022.72	\$1,064	\$1,064
Unemployment Insurance				
Health Insurance				
Dental				
Pre-Retirement Death Benefit				
Accident Death Benefit (Police Officers)				
Other (List applicable other fringes in budget narrative)				
<b>TOTAL FRINGE BENEFITS:</b>			\$9,448	\$9,448
<b>TOTAL PERSONNEL:</b>			\$38,471	\$38,471

## **CONTRACTUAL SERVICES:**

**(Describe services to be performed)**

Description	Cost	Quantity		
			\$0	\$0
<b>TOTAL CONTRACTUAL SERVICES:</b>			\$0	\$0

## **IN-STATE TRAVEL:**

**(Itemize-include mileage, airline cost, lodging, parking, per diem)**

Description	Cost	Quantity		
Mileage / Travel at current IRS Rate within County	0.67	1252	\$839	\$839

**OUT-OF-STATE TRAVEL:**

**(Itemize-include mileage, airline cost, lodging, parking, per diem)**

Description	Cost	Quantity		
			\$0	\$0
<b>TOTAL TRAVEL:</b>			\$839	\$839

**EQUIPMENT (items >= \$1000):**

**(Itemize - DO NOT use brand names. DO NOT include leased or rented items)**

Item	Cost	Quantity		
Lidar and accessories	4500	1	\$4,500	\$4,500
<b>TOTAL EQUIPMENT:</b>			\$4,500	\$4,500

**OTHER (items < \$1000):**

Description	Cost	Quantity		
Educational materials (OHSJP Approved)	300	1	\$300	\$300
<b>TOTAL OTHER:</b>			\$300	\$300

**TOTAL PROJECT COST: \$44,110 \$44,110**

# Budget Narrative

---

**BUDGET DESCRIPTION:** List items under each Budget Category Heading. Explain exactly how each item listed in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the program, be established. Please provide descriptions only. No dollar amounts should be provided.

OT Project Activity Hours - Overtime hours to support the Pro-Active Criminal Enforcement (P.A.C.E) team to dedicate activity hours specifically to allowable activities, directly impacting / reducing fatalities, severe injuries, DUIs/Impaired driving, speeding and increasing seat belt and helmet usage in Oconee County.

**Fringe Benefits:**

Fringe benefits include contributions for worker's compensation, retirement and FICA.

**In-State Travel:**

Mileage reimbursement for travel associated with project activities.

**Equipment:**

Lidar accessories - an entire Lidar setup and accessories which will be used by P.A.C.E. officers, specifically for traffic enforcement under this program. This equipment request includes accessories to make a hand-held unit operational.

**Educational Materials:**

All educational materials will be distributed upon prior approval by OHSJP. This could include flyers, brochures, pledge cards, and posters. The STEU grant will seek out additional free educational materials through various agencies that target DUI/Impaired driving, and speeding. Additional materials will be sought out, including free helmets and child seats through Safe Kids Upstate and similar organizations to support this initiative.

# PROCUREMENT - AGENDA ITEM SUMMARY

## OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 5, 2024

### ITEM TITLE:

<b>Procurement #:</b> ITB 23-10	<b>Department:</b> Economic Development	<b>Amount:</b>	<b>\$2,988,492.75</b>
<b>Title:</b> Golden Corner Commerce Park Phase I Mass Grading		<b>Contingency (10%):</b> \$	<b>298,849.28</b>
		<b>Total:</b>	<b>\$3,287,342.03</b>

### FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2023-2024 budget process.

**Budget: \$3,287,342.03**    **Project Cost: \$3,287,342.03**    **Balance: \$0.00**    Finance Approval: \_\_\_\_\_

Oconee Economic Alliance received two (2) Grants to offset a large portion of the cost associated with this project.

1. SC Department of Commerce \$1.5 Million (reimbursable grant)
2. SC Power Team \$1 Million (reimbursable grant)

The remaining balance for this project will be paid from Economic Development Capital Project Millage Fund \$787,342.03.

### BACKGROUND DESCRIPTION:

Golden Corner Commerce Park (GCCP) is a 320+ acre industrial property owned by Oconee County located 2 miles from Interstate 85 (Exit 4). The property is served by water, sewer, electric and natural gas, all of which have sizeable capacities capable of supporting large scale industrial projects. The property is considered one of the best industrial sites between Atlanta and Raleigh, NC and over the past several years has drawn considerable interest from a number of manufacturing projects. The inability to secure one or more businesses at GCCP can be directly tied to the property's undeveloped and raw status. Completion of this work, will put Oconee County in a far better position to successfully compete for sizable manufacturing projects that are considering GCCP. This type of initiative was done at Oconee Industry and Technology Park and the impressive build-out of that location is a direct result of Oconee County clearing and grading it. OEA believes similar results will be forthcoming at GCCP.

The project consists of the following generally described work: Mass Grading Improvements to include a project area of approximately 62 acres within the Golden Corner Commerce Park (GCCP) owned by Oconee County. The project is comprised of clearing, grading, limited stormwater and erosion control improvements.

On February 13, 2024, formal sealed bids were opened for the GCCP Phase I Mass Grading. Forty-six companies were originally notified of this bid opportunity. Ten (10) companies submitted bids, with Contractor Services of Kershaw, LLC of Kershaw, SC submitting the lowest, responsive bid of \$2,988,492.75

Staff is requesting a 10% owners' contingency to allow for unforeseen items that may arise.

**Continued on next page**

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*A calendar with due dates marked may be obtained from the Clerk to Council.*



**SPECIAL CONSIDERATIONS OR CONCERNS:**

Oconee Economic Alliance received two (2) Grants to offset a large portion of the cost associated with this project.

1. SC Department of Commerce \$1.5 Million
2. SC Power Team \$1 Million

**ATTACHMENT(S):**

1. Thomas and Hutton Recommendation Letter and Bid Tab (Abstract of Bids)

**STAFF RECOMMENDATION:**

It is the staff's recommendation that Council:

1. Approve Phase I Mass Grading Project at Golden Corner Commerce Park to Contractor Services of Kershaw, LLC of Kershaw, SC in the amount of \$2,988,492.75.
2. Approve a 10% Owners Contingency in the amount of \$298,849.28.
3. Authorize the County Administrator to execute documents for this project and sign any change orders within the contingency amount.
4. Authorize the County Administrator to transfer funds to the appropriate line item(s).

Submitted or Prepared By: \_\_\_\_\_ Approved for Submittal to Council: \_\_\_\_\_  
Tronda C. Popham, Procurement Director Amanda F. Brock, County Administrator

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501 RIVER STREET, SUITE 200  
GREENVILLE, SC 29601 | 864.412.2222  
WWW.THOMASANDHUTTON.COM

February 22, 2024

Ms. Amanda Brock  
Oconee County Administrator  
415 South Pine Street  
Walhalla, SC 29691

Re: Bid of February 13, 2024 at 2:00pm  
GCCP Mass Grading Improvements  
Recommendation for Award  
Oconee Bid No. 23-10 / J-30835.0000

Dear Ms. Brock:

Ten (10) bids were received for each of the above referenced projects. Abstracts of the bids are attached.

We offer the following comments on the bids received:

1. All bidders submitted the required Bid Bond for each project.
3. One bidder submitted an error or discrepancy in the bid; however, the bidder was not the apparent low bidder and does not affect the outcome of the bid. Fowler Corporation had several rounding errors, which resulted in an increase of \$9.64.
4. Another bidder submitted an error or discrepancy in the bid and the bidder was the apparent low bidder. Contractor Services of Kershaw, LLC had some mathematical errors, which resulted in a decrease in the contract amount of \$230.22. Contractor Services of Kershaw, LLC agreed to decrease final contract amount by \$230.22.
5. The bids are subject to acceptance for sixty (60) days from the bid date.

Based on our review, we believe the lowest responsive bidder to be Contractor Services of Kershaw, LLC of Kershaw, SC. Their surety company, Merchants National Bonding, Inc., is a licensed surety company in the State of South Carolina and meets the South Carolina Code of Law requirement to issue bid, performance and payment bonds. We believe it is in the best interest of the project to recommend the contract to Contractor Services of Kershaw, LLC in the amount of \$2,988,492.75.

With your permission and Council approval of the award, we will prepare notice of award and contract documents for execution by Oconee County. We will schedule a corresponding pre-construction conference and execute contracts at that time. If there are any questions, please do not hesitate to contact us.

Sincerely,  
**THOMAS & HUTTON**

Ryan Page, P.E.  
Project Manager

Encl: Bid Abstract – Mass Grading

ABSTRACT OF BIDS  
FOR  
Golden Corner Commerce Park  
Mass Grading Improvements  
PREPARED BY  
THOMAS & HUTTON

Item	Description	Quantity	Units	Clary Hood & Associates		Contour Mining and Constuction		Contractor Services of Kershaw, LLC			Fowler Corporation			Martin Brothers Construction		
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Amount on Bid Proposal	Unit Price	Total	Amount on Bid Proposal	Unit Price	Total	
1	Site Demolition	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 30,816.17	\$ 30,816.17	\$ 89,832.24	\$ 89,832.24		\$ 5,830.00	\$ 5,830.00		\$ 73,320.00	\$ 73,320.00	
2	Clearing & Grubbing	62	AC	\$ 4,300.00	\$ 266,600.00	\$ 5,485.20	\$ 340,082.40	\$ 4,721.71	\$ 292,746.02	\$ 292,745.76	\$ 3,706.52	\$ 229,804.24	\$ 229,804.00	\$ 4,155.00	\$ 257,610.00	
3	Earthwork (approx. 500,000 CY)	1	LS	\$ 2,436,892.00	\$ 2,436,892.00	\$ 2,404,607.36	\$ 2,404,607.36	\$ 1,605,418.56	\$ 1,605,418.56		\$ 2,359,293.50	\$ 2,359,293.50		\$ 2,177,582.52	\$ 2,177,582.52	
4	Permanent Gravel Drive	800	YD	\$ 16.00	\$ 12,800.00	\$ 27.51	\$ 22,008.00	\$ 172.71	\$ 138,168.00	\$ 138,170.88	\$ 93.95	\$ 75,160.00	\$ 75,162.00	\$ 19.75	\$ 15,800.00	
5	15" RCP	54	LF	\$ 90.00	\$ 4,860.00	\$ 124.66	\$ 6,731.64	\$ 490.29	\$ 26,475.66	\$ 26,475.87	\$ 36.72	\$ 1,982.88	\$ 1,983.00	\$ 48.50	\$ 2,619.00	
6	30" RCP	79	LF	\$ 150.00	\$ 11,850.00	\$ 170.44	\$ 13,464.76	\$ 348.50	\$ 27,531.50	\$ 27,531.44	\$ 84.34	\$ 6,662.86	\$ 6,663.00	\$ 162.00	\$ 12,798.00	
7	36" RCP	73	LF	\$ 185.00	\$ 13,505.00	\$ 234.17	\$ 17,094.41	\$ 466.89	\$ 34,082.97	\$ 34,083.01	\$ 114.10	\$ 8,329.30	\$ 8,329.00	\$ 196.00	\$ 14,308.00	
8	30" Flared End Section	1	EA	\$ 2,200.00	\$ 2,200.00	\$ 3,825.07	\$ 3,825.07	\$ 2,197.97	\$ 2,197.97		\$ 1,822.00	\$ 1,822.00		\$ 2,575.00	\$ 2,575.00	
9	36" Flared End Section	1	EA	\$ 2,600.00	\$ 2,600.00	\$ 4,066.34	\$ 4,066.34	\$ 3,111.87	\$ 3,111.87		\$ 1,926.00	\$ 1,926.00		\$ 2,695.00	\$ 2,695.00	
10	Temporary Sediment Trap	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 16,706.44	\$ 33,412.88	\$ 3,713.44	\$ 7,426.88		\$ 2,623.50	\$ 5,247.00		\$ 8,898.00	\$ 17,796.00	
11	Temporary Sediment Trap Rock Outlet	2	EA	\$ 750.00	\$ 1,500.00	\$ 4,986.97	\$ 9,973.94	\$ 4,461.04	\$ 8,922.08		\$ 2,863.00	\$ 5,726.00		\$ 12,165.00	\$ 24,330.00	
12	Emergency Spillway Pond A	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 3,577.93	\$ 3,577.93	\$ 15,474.40	\$ 15,474.40		\$ 1,146.00	\$ 1,146.00		\$ 2,095.00	\$ 2,095.00	
13	Emergency Spillway Pond B	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 4,494.38	\$ 4,494.38	\$ 14,674.80	\$ 14,674.80		\$ 1,146.00	\$ 1,146.00		\$ 3,610.00	\$ 3,610.00	
14	Sediment Marker	2	EA	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ 324.00	\$ 648.00		\$ 10.50	\$ 21.00		\$ 15.00	\$ 30.00	
15	Temporary Skimmer (complete config.)	2	EA	\$ 5,500.00	\$ 11,000.00	\$ 12,512.40	\$ 25,024.80	\$ 8,424.00	\$ 16,848.00		\$ 9,577.50	\$ 19,155.00		\$ 11,090.00	\$ 22,180.00	
16	Porous Baffles	1120	LF	\$ 26.00	\$ 29,120.00	\$ 8.00	\$ 8,960.00	\$ 4.73	\$ 5,297.60	\$ 5,298.05	\$ 8.33	\$ 9,329.60	\$ 9,328.00	\$ 6.20	\$ 6,944.00	
17	Rip Rap with Filter Fabric	284	SY	\$ 7.00	\$ 1,988.00	\$ 91.55	\$ 26,000.20	\$ 47.35	\$ 13,447.40	\$ 13,447.44	\$ 30.24	\$ 8,588.16	\$ 8,589.00	\$ 61.00	\$ 17,324.00	
18	Silt Fence	6200	LF	\$ 4.00	\$ 24,800.00	\$ 3.49	\$ 21,638.00	\$ 3.56	\$ 22,072.00	\$ 22,096.80	\$ 6.25	\$ 38,750.00	\$ 38,726.00	\$ 3.38	\$ 20,956.00	
19	Silt Fence Rock Outlet	5	EA	\$ 600.00	\$ 3,000.00	\$ 393.80	\$ 1,969.00	\$ 259.20	\$ 1,296.00		\$ 1,923.80	\$ 9,619.00		\$ 375.00	\$ 1,875.00	
20	Rock Dike Outlet	2	EA	\$ 1,125.00	\$ 2,250.00	\$ 3,353.97	\$ 6,707.94	\$ 3,501.48	\$ 7,002.96		\$ 3,435.50	\$ 6,871.00		\$ 5,270.00	\$ 10,540.00	
21	Construction Entrance	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 8,157.90	\$ 8,157.90	\$ 17,625.60	\$ 17,625.60		\$ 6,871.00	\$ 6,871.00		\$ 5,005.00	\$ 5,005.00	
22	Sediment Tubes	123	EA	\$ 125.00	\$ 15,375.00	\$ 64.98	\$ 7,992.54	\$ 194.40	\$ 23,911.20		\$ 68.56	\$ 8,432.88	\$ 8,433.00	\$ 360.00	\$ 44,280.00	
23	Permanent Rock Berm	2	EA	\$ 6,000.00	\$ 12,000.00	\$ 9,820.79	\$ 19,641.58	\$ 21,224.76	\$ 42,449.52		\$ 2,863.00	\$ 5,726.00		\$ 4,365.00	\$ 8,730.00	
24	Permanent Forebay Berm	4	EA	\$ 3,000.00	\$ 12,000.00	\$ 3,847.75	\$ 15,391.00	\$ 12,234.75	\$ 48,939.00		\$ 1,889.50	\$ 7,558.00		\$ 7,105.00	\$ 28,420.00	
25	Outfall Control Structure	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 9,124.49	\$ 18,248.98	\$ 23,039.76	\$ 46,079.52		\$ 13,273.00	\$ 26,546.00		\$ 6,795.00	\$ 13,590.00	
26	Erosion Control Matting Blanket	51600	SY	\$ 2.20	\$ 113,520.00	\$ 1.64	\$ 84,624.00	\$ 1.94	\$ 100,104.00	\$ 100,310.40	\$ 2.29	\$ 118,164.00	\$ 118,176.00	\$ 2.28	\$ 117,648.00	
27	Rock Check Dams	2	EA	\$ 600.00	\$ 1,200.00	\$ 459.10	\$ 918.20	\$ 356.40	\$ 712.80		\$ 573.00	\$ 1,146.00		\$ 1,445.00	\$ 2,890.00	
28	12" Permanent Pipe Slope Drain	2100	LF	\$ 45.00	\$ 94,500.00	\$ 36.41	\$ 76,461.00	\$ 55.81	\$ 117,201.00	\$ 117,196.80	\$ 20.82	\$ 43,722.00	\$ 43,723.00	\$ 45.00	\$ 94,500.00	
29	Temporary Pipe Slope Drain	50	LF	\$ 50.00	\$ 2,500.00	\$ 40.15	\$ 2,007.50	\$ 194.08	\$ 9,704.00	\$ 9,703.92	\$ 20.84	\$ 1,042.00		\$ 75.00	\$ 3,750.00	
30	Grassing	62	AC	\$ 1,900.00	\$ 117,800.00	\$ 2,530.78	\$ 156,908.36	\$ 4,017.60	\$ 249,091.20		\$ 9,069.31	\$ 562,297.22	\$ 562,297.00	\$ 5,985.00	\$ 371,070.00	
<b>TOTAL PROJECT</b>				\$ 3,286,760.00		\$ 3,375,306.28		\$ 2,988,492.75			\$ 2,988,722.97	\$ 3,577,914.64			\$ 3,577,905.00	\$ 3,376,870.52

This is a true and correct Abstract of Bids received on

February 13, 2024 at 2:00 p.m.

Project Manager



ABSTRACT OF BIDS  
FOR  
Golden Corner Commerce Park  
Mass Grading Improvements  
PREPARED BY  
THOMAS & HUTTON

Item	Description	Quantity	Units	Palmetto Grading & Drainage, Inc.		Simpson Trucking & Grading, Inc.		Strack, Inc		Thrft Development Corporation		Vecellio & Grogan, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Site Demolition	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 55,625.00	\$ 55,625.00	\$ 310,385.00	\$ 310,385.00	\$ 38,023.00	\$ 38,023.00	\$ 15,000.00	\$ 15,000.00
2	Clearing & Grubbing	62	AC	\$ 5,500.00	\$ 341,000.00	\$ 5,838.00	\$ 361,956.00	\$ 6,325.00	\$ 392,150.00	\$ 5,004.50	\$ 310,279.00	\$ 13,800.00	\$ 855,600.00
3	Earthwork (approx. 500,000 CY)	1	LS	\$ 2,900,000.00	\$ 2,900,000.00	\$ 2,722,355.00	\$ 2,722,355.00	\$ 2,219,190.00	\$ 2,219,190.00	\$ 2,376,034.65	\$ 2,376,034.65	\$ 2,536,500.00	\$ 2,536,500.00
4	Permanent Gravel Drive	800	YD	\$ 103.00	\$ 82,400.00	\$ 14.15	\$ 11,320.00	\$ 26.00	\$ 20,800.00	\$ 11.20	\$ 8,960.00	\$ 20.00	\$ 16,000.00
5	15" RCP	54	LF	\$ 60.00	\$ 3,240.00	\$ 129.00	\$ 6,966.00	\$ 80.00	\$ 4,320.00	\$ 34.25	\$ 1,849.50	\$ 160.00	\$ 8,640.00
6	30" RCP	79	LF	\$ 111.00	\$ 8,769.00	\$ 250.00	\$ 19,750.00	\$ 134.00	\$ 10,586.00	\$ 151.60	\$ 11,976.40	\$ 215.00	\$ 16,985.00
7	36" RCP	73	LF	\$ 148.00	\$ 10,804.00	\$ 299.00	\$ 21,827.00	\$ 164.00	\$ 11,972.00	\$ 199.78	\$ 14,583.94	\$ 315.00	\$ 22,995.00
8	30" Flared End Section	1	EA	\$ 3,380.00	\$ 3,380.00	\$ 2,440.00	\$ 2,440.00	\$ 1,728.00	\$ 1,728.00	\$ 2,460.50	\$ 2,460.50	\$ 6,350.00	\$ 6,350.00
9	36" Flared End Section	1	EA	\$ 3,750.00	\$ 3,750.00	\$ 2,825.00	\$ 2,825.00	\$ 2,304.00	\$ 2,304.00	\$ 2,808.75	\$ 2,808.75	\$ 7,500.00	\$ 7,500.00
10	Temporary Sediment Trap	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 9,428.00	\$ 18,856.00	\$ 13,267.00	\$ 26,534.00	\$ 8,324.00	\$ 16,648.00	\$ 10,000.00	\$ 20,000.00
11	Temporary Sediment Trap Rock Outlet	2	EA	\$ 8,000.00	\$ 16,000.00	\$ 10,170.00	\$ 20,340.00	\$ 2,822.00	\$ 5,644.00	\$ 4,344.30	\$ 8,688.60	\$ 3,600.00	\$ 7,200.00
12	Emergency Spillway Pond A	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 3,896.00	\$ 3,896.00	\$ 4,055.00	\$ 4,055.00	\$ 843.60	\$ 843.60	\$ 6,200.00	\$ 6,200.00
13	Emergency Spillway Pond B	1	EA	\$ 7,500.00	\$ 7,500.00	\$ 3,896.00	\$ 3,896.00	\$ 4,055.00	\$ 4,055.00	\$ 1,287.60	\$ 1,287.60	\$ 6,500.00	\$ 6,500.00
14	Sediment Marker	2	EA	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 593.00	\$ 1,186.00	\$ 275.00	\$ 550.00	\$ 750.00	\$ 1,500.00
15	Temporary Skimmer (complete config.)	2	EA	\$ 10,500.00	\$ 21,000.00	\$ 8,740.00	\$ 17,480.00	\$ 7,155.00	\$ 14,310.00	\$ 13,112.70	\$ 26,225.40	\$ 9,500.00	\$ 19,000.00
16	Porous Baffles	1120	LF	\$ 11.00	\$ 12,320.00	\$ 7.55	\$ 8,456.00	\$ 13.00	\$ 14,560.00	\$ 5.00	\$ 5,600.00	\$ 11.50	\$ 12,880.00
17	Rip Rap with Filter Fabric	284	SY	\$ 100.00	\$ 28,400.00	\$ 68.75	\$ 19,525.00	\$ 93.00	\$ 26,412.00	\$ 22.82	\$ 6,480.88	\$ 120.00	\$ 34,080.00
18	Silt Fence	6200	LF	\$ 4.50	\$ 27,900.00	\$ 8.12	\$ 50,344.00	\$ 13.50	\$ 83,700.00	\$ 3.42	\$ 21,204.00	\$ 6.00	\$ 37,200.00
19	Silt Fence Rock Outlet	5	EA	\$ 2,000.00	\$ 10,000.00	\$ 914.00	\$ 4,570.00	\$ 2,365.00	\$ 11,825.00	\$ 363.00	\$ 1,815.00	\$ 1,300.00	\$ 6,500.00
20	Rock Dike Outlet	2	EA	\$ 3,200.00	\$ 6,400.00	\$ 4,730.00	\$ 9,460.00	\$ 4,231.00	\$ 8,462.00	\$ 1,456.50	\$ 2,913.00	\$ 3,800.00	\$ 7,600.00
21	Construction Entrance	1	EA	\$ 26,000.00	\$ 26,000.00	\$ 5,806.00	\$ 5,806.00	\$ 78,032.00	\$ 78,032.00	\$ 3,852.00	\$ 3,852.00	\$ 26,500.00	\$ 26,500.00
22	Sediment Tubes	123	EA	\$ 500.00	\$ 61,500.00	\$ 132.00	\$ 16,236.00	\$ 360.00	\$ 44,280.00	\$ 45.00	\$ 5,535.00	\$ 285.00	\$ 35,055.00
23	Permanent Rock Berm	2	EA	\$ 8,500.00	\$ 17,000.00	\$ 4,746.00	\$ 9,492.00	\$ 4,155.00	\$ 8,310.00	\$ 2,504.13	\$ 5,008.26	\$ 5,200.00	\$ 10,400.00
24	Permanent Forebay Berm	4	EA	\$ 11,700.00	\$ 46,800.00	\$ 12,415.00	\$ 49,660.00	\$ 4,657.00	\$ 18,628.00	\$ 7,185.75	\$ 28,743.00	\$ 2,200.00	\$ 8,800.00
25	Outfall Control Structure	2	EA	\$ 12,050.00	\$ 24,100.00	\$ 22,775.00	\$ 45,550.00	\$ 24,733.00	\$ 49,466.00	\$ 11,226.23	\$ 22,452.46	\$ 13,500.00	\$ 27,000.00
26	Erosion Control Matting Blanket	51600	SY	\$ 2.05	\$ 105,780.00	\$ 1.78	\$ 91,848.00	\$ 2.10	\$ 108,360.00	\$ 1.33	\$ 68,628.00	\$ 5.50	\$ 283,800.00
27	Rock Check Dams	2	EA	\$ 750.00	\$ 1,500.00	\$ 914.00	\$ 1,828.00	\$ 1,667.00	\$ 3,334.00	\$ 555.60	\$ 1,111.20	\$ 950.00	\$ 1,900.00
28	12" Permanent Pipe Slope Drain	2100	LF	\$ 50.00	\$ 105,000.00	\$ 28.20	\$ 59,220.00	\$ 36.50	\$ 76,650.00	\$ 27.40	\$ 57,540.00	\$ 40.00	\$ 84,000.00
29	Temporary Pipe Slope Drain	50	LF	\$ 50.00	\$ 2,500.00	\$ 27.90	\$ 1,395.00	\$ 43.00	\$ 2,150.00	\$ 32.40	\$ 1,620.00	\$ 40.00	\$ 2,000.00
30	Grassing	62	AC	\$ 2,200.00	\$ 136,400.00	\$ 3,515.00	\$ 217,930.00	\$ 4,886.00	\$ 302,932.00	\$ 3,300.00	\$ 204,600.00	\$ 3,650.00	\$ 226,300.00
<b>TOTAL PROJECT</b>				<b>\$ 4,117,343.00</b>		<b>\$ 3,861,852.00</b>		<b>\$ 3,866,320.00</b>		<b>\$ 3,258,321.74</b>		<b>\$ 4,349,985.00</b>	

This is a true and correct Abstract of Bids received on

February 13, 2024 at 2:00 p.m.

Project Manager



# PROCUREMENT - AGENDA ITEM SUMMARY

## OCONEE COUNTY, SC

COUNCIL MEETING DATE: March 5, 2024

### ITEM TITLE:

<b>Title: PO 55323 Terracon</b>	<b>Department(s): Economic Development</b>	<b>Amount: Phase I - \$33,998.00</b>
<b>Phase II Construction Testing for GCCP Mass Grading</b>		<b>Phase II - \$39,573.24</b>
		<b>Total: \$73,571.24</b>

### FINANCIAL IMPACT:

Procurement was approved by Council in Fiscal Year 2023-2024 budget process.

**Budget: \$73,571.24**      **Project Cost: 73,571.24**      **Balance: \$0.00**      Finance Approval: \_\_\_\_\_

### BACKGROUND DESCRIPTION:

On March 14, 2023, Procurement issued purchase order number 55323, in the amount of \$33,998.00 to Terracon for Geotechnical and Environmental Services for Golden Corner Commerce Park (GCCP) to include; Geotechnical Services, Wetlands and Waters of the US delineations, and onsite meeting with USACE (U.S. Army Corps of Engineers).

This request is for Council Approval of Phase II to Terracon; which includes Mass Grading observations: site work, utilities, fill placement, density testing, proof rolls and laboratory testing, in the amount of \$39,573.24. If approved, this would bring the purchase order total to \$73,571.24.

At the February 2, 2023 Council meeting, Council approved the execution of the Cooperative Grant Agreement between the Blue Ridge Electric Cooperative, Oconee County, Palmetto Economic Development Cooperative and South Carolina Department of Commerce (SCDOC) that is providing funding from the State of Carolina an Economic Development Grant Agreement between Oconee County and Palmetto Economic Development Corporation that is providing funding from the SC Power Team for this project.

### SPECIAL CONSIDERATIONS OR CONCERNS:

At the June 1, 2022 meeting, Council approved the award of RFP 20-02 for On Call Engineering to Terracon Consultants, Inc of Greenville, SC for Category C: Environmental Assessment Services and Category D: Geotechnical Engineering and Construction Testing Services.

### ATTACHMENT(S):

1. Terracon Proposal – Addendum

### STAFF RECOMMENDATION:

It is the staff's recommendation that Council:

1. Approve Phase II Mass Grading Observations for Golden Corner Commerce Park to Terracon Consultants of Greenville, SC in the total amount of \$39,573.24, for a total purchase order amount of \$73,571.24.
2. Authorize the County Administrator to transfer funds to the appropriate line item(s).

**Submitted or Prepared By:** \_\_\_\_\_ **Approved for Submittal to Council:** \_\_\_\_\_

**Tronda C. Popham, Procurement Director**

**Amanda F. Brock, County Administrator**

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



72 Pointe Circle  
Greenville, SC 29615  
P (864) 292-2901  
F (864) 292-6361  
[Terracon.com](http://Terracon.com)

November 22, 2023

Oconee County  
415 South Pine Street  
Walhalla, SC 29691

Attn: Mr. Jamie Gilbert – Executive Director of Economic Development  
P: (864) 638 4210  
E: [jgilbert@oconeesc.com](mailto:jgilbert@oconeesc.com)

Re: **ADDENDUM** To Proposal for Geotechnical and Environmental Services  
Golden Corner Commerce Park  
Fair Play, Oconee County, South Carolina  
Terracon Proposal No. P86225175\_Rev3\_Addendum

Dear Mr. Gilbert:

We appreciate the opportunity to submit this Addendum to our proposal dated March 13, 2023, to provide Construction Materials Testing services for the above referenced project. The following are exhibits to the Oconee County IDC Agreement dated June 11, 2021.

Exhibit A	Project Understanding
Exhibit B	Scope of Services – <b>(Added Task 3)</b>
Exhibit C	Compensation and Project Schedule <b>(Added Task 3)</b>
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan
Exhibit F	Project Cost Estimate – <b>(Added Construction Materials Testing)</b>

We understand that under Oconee County IDC, a purchase or task order shall be issued an agreement for services as acceptance of this proposal. Please reference this proposal number and date in the agreement for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,  
**Terracon Consultants, Inc.**

  
Dawn Alvarez  
Materials Department Manger

  
Nitin K. Dudani  
Geotechnical Department Manager

## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Thomas and Hutton and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are indicated below. We request the design team verify all information prior to our initiation of field exploration activities.

### Site Location and Anticipated Conditions

Item	Description
<b>Parcel Information</b>	The project is located at eastern side of the intersection of SC Highway 59 and Feltman Road in Fair Play, Oconee County, South Carolina. Lat/Long: 34.5297, -82.9894 (approximate) (See Exhibit D)
<b>Existing Improvements</b>	The site is predominantly undeveloped partially wooded land. A structure exists near the southern edge of parcel.
<b>Current Ground Cover</b>	Partially wooded with underbrush at the majority of the site and asphalt road and a structure on the western portion.
<b>Existing Topography</b>	Based on the provided conceptual site plan, the site appears to generally slope down toward streams/ wetland area located in the west portion of the site. Site elevations range from about 705 feet near the wetland area in the west to about 800 feet near the northeast edge of site.
<b>Site Access</b>	We expect tree clearing will be needed to access exploration locations with our track-mounted drilling equipment. We have budgeted one (1) day of tree clearing services with a forestry mulcher or dozer. The fee for this service is listed in Exhibit C.
<b>Site Safety Related to COVID-19</b>	Terracon retains the right to stop work without penalty at any time if we believe it is in the best interests of our employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. The client agrees it will respond quickly to all requests for information made related to our pre-task planning and risk assessment processes. It is the responsibility of the client to notify us of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.
<b>Expected Subsurface Conditions</b>	Our experience near the vicinity of the proposed development and USGS geologic maps indicate subsurface conditions consist of silty to clayey sand with near surface layers of fine-grained soils. Deeper subsurface conditions consist of partially weathered rock (PWR) overlying granitic gneiss and schist bedrock. Based on the geotechnical report performed by S&ME in 2014, some rock/ PWR may be encountered near the central portion of the site.

## Proposal for Geotechnical and Environmental Services

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina

November 22, 2023 ■ Terracon Proposal No. P86225175\_Rev3\_Addendum



### Planned Construction

Item	Description
<b>Information Provided</b>	<p>The following information was provided by Mr. Ryan Page of Thomas &amp; Hutton on December 21, 2022:</p> <ul style="list-style-type: none"><li>■ “GCCP - Mass Grading – North Site – Concept Layout.pdf” prepared by Thomas &amp; Hutton dated January 4, 2023</li><li>■ “GCCP - Mass Grading - North Site – Heat Map.pdf” prepared by Thomas &amp; Hutton dated January 4, 2023</li><li>■ “16e.Geotech.pdf,” prepared by S&amp;ME and dated October 15, 2014</li></ul>
<b>Project Description</b>	<p>The provided conceptual site plan depicts a 35 acres pad ready industrial building with an employee parking, trailer parking, driveways, and detention pond. Additional site is planned west of this larger footprint.</p>
<b>Building Construction</b>	<p>It is expected the building will be constructed with pre-cast panel walls and steel-framed roof with a concrete slab-on-grade.</p>
<b>Finished Floor Elevation</b>	<p>FFE = approx. 800 feet expected based on cut/ fill plan provided</p>
<b>Maximum Loads</b>	<p>The following maximum loading was assumed:</p> <ul style="list-style-type: none"><li>■ Columns: 75 to 100 kips</li><li>■ Walls: 5 to 6 kips per linear foot (klf)</li><li>■ Slabs: less than 300 pounds per square foot (psf)</li></ul>
<b>Grading/Slopes</b>	<p>Based on the provided conceptual site plan, it is assumed up to about 25 feet of cut and up to about 40 feet of fill will be required to develop final grade. Final slope angles of as steep as 2H:1V (Horizontal: Vertical) are expected.</p>
<b>Below-Grade Structures</b>	<p>None anticipated.</p>
<b>Free-Standing Retaining Walls</b>	<p>None anticipated at this time. However, future retaining walls may be required with future development.</p>
<b>Pavements</b>	<p>We assume both rigid (concrete) and flexible (asphalt) pavement sections should be considered. Please confirm this assumption.</p> <p>Anticipated traffic is as follows:</p> <ul style="list-style-type: none"><li>■ Autos/light trucks: 200 vehicles per day</li><li>■ Light delivery and trash collection vehicles: 10 vehicles per week</li><li>■ Tractor-trailer trucks: 50 load and 50 unloaded trucks per day</li></ul> <p>The pavement design period is 20 years.</p>
<b>Estimated Start of Construction</b>	<p>2024</p>



## EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

### TASK 1 – GEOTECHNICAL SERVICES

The field exploration program consists of the following:

Number of Locations	Type of Exploration	Planned Depth (feet) <sup>1</sup>	Planned Location
18	Borings	15 to 40, or auger refusal	Planned building area and deep cut areas
3	Borings	10 to 35, or auger refusal	Detention pond areas
9	Borings	10, or auger refusal	Parking areas

1. Below ground surface.

**Boring Layout and Elevations:** We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. If not available, the ground surface elevations are estimated from the most recent Google Earth™ imagery and the accuracy of the ground surface at each point is probably about 2 feet.

**Subsurface Exploration Procedures:** We will advance soil borings with a track-mounted drill rig using continuous flight augers (hollow stem). Four samples are obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Depending on the materials, soil sampling is typically performed using thin-wall tubes, thick-wall tubes, and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials encountered during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests. Unless otherwise notified by client, samples will be disposed after 90 days from date of exploration.

## Proposal for Geotechnical and Environmental Services

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina

November 22, 2023 ■ Terracon Proposal No. P86225175\_Rev3\_Addendum



**Property Disturbance:** We will backfill borings with auger cuttings or cement-bentonite grout, consistent with state regulations, upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

### Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

We retain the right to stop work without penalty at any time if we believe it is in the best interests of our employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. The client agrees it will respond quickly to all requests for information made related to our pre-task planning and risk assessment processes. It is the responsibility of the client to notify us of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through SC 811. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services to scan the immediate area, typically 10x10 feet, around our boring locations. Fees associated with the additional services are not included in our current Scope of Services and will be forwarded to our client for approval prior to initiating. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

**Site Access:** Terracon must be granted access to the site by the property owner. By acceptance of this proposal, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

## Proposal for Geotechnical and Environmental Services

Golden Corner Commerce Park ■ Fair Play, Oconee County, South Carolina  
November 22, 2023 ■ Terracon Proposal No. P86225175\_Rev3\_Addendum



### Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of field work. The laboratory testing assigned will follow the relevant procedural test standards and may include the following:

- Water content
- Atterberg limits
- Grain size analysis

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

### Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation and/or pavement alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Proposal information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents

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our services. Previous submittals, collaboration and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during and after the completion of drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters
- Estimated settlement of foundations
- Recommendations for design and construction of interior floor slabs
- Seismic site classification
- Subgrade preparation/earthwork recommendations
- Lateral earth pressure recommendations
- Recommended pavement options and design parameters

### Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

**Review of Plans and Specifications:** Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations.

**Observation and Testing of Pertinent Construction Materials:** Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. This is based on widely spaced exploration locations, and assuming construction methods will be performed in a manner sufficient to meet our expectations, and is consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. This allows a more comprehensive understanding of subsurface conditions and necessary documentation of construction, to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

## **TASK 2 – WETLANDS AND WATERS OF THE US DELINEATION**

### **Preliminary Data Gathering and Analysis**

Prior to visiting the site to conduct the field delineation, background research will be conducted, which will consist of locating and reviewing historic aerial photographs, historic topographic maps, U.S. Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, soil data from the Natural Resources Conservation Service (NRCS), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) maps, publicly available light detection and ranging (LiDAR) data, and other related data as applicable and based on availability. The preliminary data analysis will assist Terracon in preliminarily identifying potential aquatic resources and jurisdictional features on the site.

Applicable excerpts of topographic maps, aerial photographs, and floodplain maps, and proposed project boundaries will be projected and converted to the appropriate Geographic Information System (GIS) format for fieldwork, mapping, and report preparation.

Terracon understands a prior delineation was performed at the site. Terracon will submit a Freedom of Information (FOI) request to the USACE to obtain readily available files which may aid in the delineation process.

### **Field Delineation**

A site visit will be conducted to determine the presence and approximate locations of potential waters of the United States (WOTUS), including wetlands. Terracon understands the site consists of the southern portion of the parent parcel, as detailed in the provided “Mass Grading GCCP East Site – Concept Layout” dated 12/6/2022 and provided by Thomas & Hutton. If this site boundary is incorrect, please notify us immediately as fees may be subject to change. The delineation will use mandatory technical criteria, field indicators, and other sources of information to determine whether the site has jurisdictional WOTUS, including wetlands. WOTUS, including wetlands, are identified according to the definitions provided in 33 CFR §328.3(a). The classification of aquatic resources on the site will be performed by a degreed biologist or environmental scientist trained and experienced in delineation methodologies.

The methods Terracon will use in the delineation generally follow the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (USACE Manual), dated 1987 and the applicable Regional Supplement to the USACE Wetland Delineation Manual: Eastern Mountains and Piedmont Region Version 2.0). WOTUS, including wetlands generally have three essential characteristics: wetland hydrology, hydrophytic vegetation, and hydric soils.

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Terracon will identify potential WOTUS: traditional navigable waters, relatively permanent waters, non-relatively permanent waters, and wetlands that are adjacent, abutting, or isolated to these waters. The delineation task involves placing colored flagging along the wetlands/WOTUS and upland boundary. Each flag will be consecutively numbered using indelible ink. Streams, rivers, ponds, and lakes will be identified by delineating ordinary high-water mark. Linear aquatic resources such as braided stream systems located entirely within abutting wetland systems will be evaluated for stream parameters and the approximate locations of the linear features will be estimated and displayed on the depiction as applicable. The field delineation will include collection of field data from discrete sample locations (Data Points) necessary to complete required USACE Wetland Determination Data Forms. The number of Data Points evaluated will be determined based on professional judgement and will document the following information:

1. The site will be evaluated for primary and secondary hydrology indicators. If at least one primary or two secondary indicators are observed in accordance with the Regional Supplement, the observation location will be considered to have wetland hydrology.
2. The percent cover of each vegetation stratum (i.e., trees, saplings, shrubs, herbs, and woody vines) will be classified and dominance will be determined in accordance with the Regional Supplement. If the percentage of dominant species with sufficient wetland indicator status (OBL, FACW, and/or FAC<sup>1</sup>) is less than 50 percent, prevalence index and morphological adaptations may be evaluated to confirm if hydrophytic vegetation is present or absent.
3. The subsurface soils will be evaluated using a soil probe or similar method. The samples will be collected to a depth of approximately 20 inches below ground surface, depending on local soil conditions, and the soil will be visually compared to Munsell Soil Color Charts™ to determine value and chroma. The soil samples were further examined for hydric soil indicators in accordance with the Regional Supplement.

### Wetlands/WOTUS Depiction

USACE requires the delineated aquatic resources and site boundary to be depicted on a drawing and submitted to USACE as part of the Jurisdictional Determination Request package. The following two options are acceptable methods for aquatic resource depictions:

1. **Client provided survey drawing:** Wetlands/WOTUS and the site boundary can be surveyed by a licensed surveyor. A survey drawing should be created and provided to Terracon for submittal to USACE as part of the Jurisdictional Determination Request package. *Terracon*

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<sup>1</sup> USACE National Wetland Plant List Indicator Rating Definitions, July 2012

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*will conduct one review of the survey drawing to ensure that it meets the USACE requirements.*

- 2. GPS sub-meter depiction:** Upon your request, Terracon will utilize a Trimble Geo7X (sub-meter accuracy) hand-held Global Positioning System (GPS) unit with a Global Navigation Satellite System (GNSS) receiver to map the location and boundaries of delineated wetlands. The GPS locations will be used to create a Depiction of Aquatic Resources Map using GIS software. The Depiction of Aquatic Resources Map will contain a generalized boundary of the site based on best available data such as spatially referenced computer aided design and drafting (CADD) data (if available and provided by the Client), county parcel data, and/or existing boundary surveys. The cost for locating wetlands/WOTUS lines using a GPS and producing A Depiction of Aquatic Resources Map using GIS software is included as a separate line item in the cost section of this proposal. (A GPS Depiction of Aquatic Resources Map is often much faster than conventional surveying and drafting of survey drawings by a third-party surveyor. Upon request, Terracon will provide ArcMap® shapefiles and CADD files for the delineated aquatic resources displayed in State Plane coordinates). *Vegetative canopy or/ or cloud cover may interfere with GPS accuracy.*

### Reporting or Preparation of Jurisdictional Determination Request Package

A report will be prepared documenting the results of the Field Delineation. The report will describe the assessment methodology, limitations, findings, conclusions, and recommendations as appropriate. The report will include the following information, as applicable:

- Description of the site, delineation methods, and Data Point sampling procedures;
- Historic information (including topographic maps, aerial photographs, FEMA maps, NWI maps, NHD maps, and NRCS soil maps) as required by USACE;
- A description of the potentially jurisdictional WOTUS and non-jurisdictional aquatic resources identified;
- Survey drawing or GIS Depiction of Aquatic Resources Map (see Section 2.3) depicting the site boundary and jurisdictional/non-jurisdictional features with acreages and linear footages as applicable;
- USACE required Wetland Determination Data Forms that correspond to Data Points;
- Data Point photographs with descriptions; and
- Professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale.

The report will be provided to you for review. Upon your request, Terracon will submit the report to USACE for initiation of the Jurisdictional Determination process. There are two types of Jurisdictional Determinations that can be obtained from USACE; (1) Preliminary Jurisdictional Determination and (2) Approved Jurisdictional Determination.



- 1. Preliminary Jurisdictional Determination (PJD) Request:** A PJD is the most common type of jurisdictional determination provided by USACE. For purposes of computation of impacts, compensatory mitigation requirements, and other resource protection measures, a permit decision made on the basis of a PJD will treat waters and wetlands that would be affected in any way by the permitted activity on the site as if they are jurisdictional WOTUS. In other words, there is a presumption of jurisdiction for aquatic resources on a site. PJDs are sufficient to initiate wetlands/WOTUS impact permitting if future phases of the project would impact aquatic resources. Other state and federal permitting agencies that rely on USACE to verify wetland/WOTUS boundaries also accept PJDs. The advantage of PJDs is less regulatory scrutiny and more expedited response from USACE.
- 2. Approved Jurisdictional Determination (AJD) Request:** An AJD is needed if there are non-jurisdictional (isolated) aquatic resources on a site. An AJD would also be required if there are no aquatic resources on the site and the entire site is comprised of uplands. The level of effort to obtain an AJD requires additional documentation and regulatory agency scrutiny is typically greater. As such, this scope of work does not include fees for obtaining an AJD. The level of effort to obtain an AJD varies based on site size and amount of delineated aquatic resources. If an AJD is applicable for the project site, Terracon will coordinate with you prior to preparing the supplemental information required to obtain an AJD.

By definition, a PJD can only be used to determine that wetlands or other water bodies that exist on a particular site “may be” jurisdictional WOTUS. A PJD by definition cannot be used to determine either that there are no wetlands or other water bodies on a site (i.e., that there are no aquatic resources on the site and the entire site is comprised of uplands), or that there are no jurisdictional wetlands or other water bodies on a site, or that only a portion of the wetlands or waterbodies on a site are jurisdictional. A definitive, official determination that there are, or that there are not, jurisdictional WOTUS on a site can only be made by an AJD<sup>2</sup>.

Please note that either a PJD or AJD can be used for potential USACE Clean Water Act permitting efforts. The distinction is that PJD carries a presumption of jurisdiction; therefore, aquatic resources on a site would be jurisdictional and subject to the Clean Water Act. Additionally, although both PJDs and AJDs are acceptable for potential permitting, only the AJD option can be appealed. Following the Field Delineation, Terracon will provide site specific consultation regarding the applicability of requesting a PJD or AJD and the level of effort and additional cost required to obtain an AJD as applicable.

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<sup>2</sup> USACE Regulatory Guidance Letter No. 08-02, dated June 26, 2008



## **USACE Verification Site Visit**

If the Jurisdictional Determination request is initiated, the USACE frequently conducts a site visit to verify that the flagged aquatic resources accurately define the wetlands/WOTUS on the site. USACE frequently requests a meeting with the wetland delineator on site during the review. In the event that USACE requests an onsite meeting with Terracon, additional costs will apply as indicated in the Compensation section of this proposal.

## **Limitations**

Conditions within WOTUS naturally change over time and can vary seasonally over short periods. Effects of man-made disturbances and/or temporal variations (e.g. rainfall, season, drought), and/or subjective regulatory interpretation of data and field conditions may preclude assessment in conformance with USACE requirements and sometimes significantly affect findings, conclusions, and recommendations.

Official authority to make a determination defining applicable jurisdictional limits rests solely with the United States Environmental Protection Agency (USEPA); however, authority has been delegated to the USACE. Jurisdictional Determinations are made by the USACE, upon specific written request, on a case-by-case basis and may make use of certain information at its disposal (such as other permits and studies) that may not be readily available to the public.

## **TASK 3 – CONSTRUCTION MATERIALS TESTING – ADDENDUM (ADDED SCOPE)**

The required inspection and testing services required for this project will be conducted by Terracon in accordance with the recommendations and requirements offered by the project contract documents, the project geotechnical report, the International Building Code, and the applicable ASTM testing and material standards, as well as other applicable referenced standards. We understand our scope of services for this project will include observations and/or testing of the following areas of construction:

### **Soils/Mass Grading**

- During fill placement and compaction operations, Terracon will monitor lift thicknesses of the fill being placed to verify compliance with the project contract documents. At the specified testing frequency, Terracon will perform field density testing to determine the in-place density of the fill material placed within the limits of the building pad and paved areas. In-place fill density will be tested in accordance with ASTM D 6938 *Standard Test Method for In Place Density and Water Content of Soil and Soil Aggregate by Nuclear Methods (Shallow Depth)*. The maximum dry density of the fill soil will be determined in the laboratory in accordance with ASTM D 698 *Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort*.

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- Continuous observations to observe proofrolling of prepared subgrade and provide direction for removal and replacement of unsuitable soil
- Periodic observations of classification and testing of compacted fill materials
- Continuous observations to verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill
- Periodic observations of subgrade to verify it has been prepared properly prior to placement of compacted fill
- Observe stability and perform density tests on graded aggregate base course

### Assumptions and Exclusions

The following assumptions were made when creating a cost estimate for the above referenced scope of services:

- Staff time, laboratory testing and extra trips required for re-testing and re-inspections will be denoted on the monthly invoices as such and be considered out-of-scope or additional items not included in the above estimated budget.
- We understand that proposed is for mass grading construction at this time and additional services will be provided upon request once building drawings become available.

### Scheduling Guidelines

**Phone No: [864] 293-7350 | Email: [GreenvilleSC-Schedul@terracon.com](mailto:GreenvilleSC-Schedul@terracon.com)**

Our services will be provided on an “as requested” basis when scheduled by your representative. We recommend that you utilize the “**Dispatch/Scheduling Phone Number**” between the hours of 8:00 am and 5:00 pm. During scheduling the following information should be provided to our dispatcher to best serve you:

- Project name and location
- Date and time of the requested service(s)
- Services required (please do not assume that technicians carry all equipment)
- Onsite location(s) of the requested service(s)
- Anticipated quantities of materials (i.e., cubic yards of concrete)
- Onsite contact information (name and phone number, if possible)

Please note that we would prefer you schedule our services in a timely manner and need to cancel them than to not call at all or call late. We require a minimum 24-hour notice to schedule personnel for services to avoid delays to construction activity. If our services are not scheduled according to this time frame, we will make every reasonable effort to accommodate your needs but may be unable to provide service. Terracon will only provide testing when contacted by your designated representative and will not be responsible for required testing if we are not scheduled.

## Data Management and Reporting



To enhance the service Terracon provides to our clients, we use a proprietary project management and data management software program known as CMELMS™ (Construction Materials Engineering Laboratory Management System). CMELMS™ is a program developed by Terracon specifically tailored for Construction Quality Control and Quality Assurance consulting and testing projects. CMELMS™ allows us to electronically track all client service requests, daily field reports, laboratory test results, concrete history and performance, invoicing, project budgets, and project report and invoice distribution. The software creates a database for each project that allows us to provide **timely and constant communication** to our clients and instantaneous retrieval of field and laboratory reports and test results and budget information. This proves to be invaluable to our project managers and our clients when discussing specific project details and data. Furthermore, we can also provide distribution of reports and invoicing to our clients via electronic methods. This includes email distribution or setting up project specific “Client Document Website” where our clients and other approved Project Team members can go to via the Internet and retrieve critical project information.

Through our CMELMS™ program, we have the capability to efficiently track and develop a listing of our tests and observations that are not in compliance with the approved plans and specifications for the project. This deviation log is maintained throughout the project and serves as one point of reference that can be viewed by the project team members to see which items are still unresolved. Maintenance and distribution of a deviation log serves to help address and correct deviations throughout the project.

Each of our technicians is provided a field laptop and smartphone. With these devices, the technicians can connect to the internet, complete their report in the field electronically and submit it directly to the project manager in the office through CMELMS™. Once the report is submitted, it is instantly uploaded to the project manager’s dashboard for review. If a deviation is noted within the report, an email notification is automatically sent to the project manager informing him or her of the non-conforming items and that action may be required. At Terracon, we have a company-wide standard utilizing the following reporting goals:

- Formal reports containing deviations or non-conforming items will be submitted within 24 hours of the site visit.
- Formal reports without deviations or non-conforming items will be submitted within 5 business days of the site visit.
- Formal laboratory testing reports will be submitted within 2 business days of the completion of the testing.

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### **Tracking of Non-Conformances for Special Inspection Services**

For Special Inspection Services, non-conformance items not resolved by the end of the day will be recorded as being in non-compliance. They will be logged and tracked until cleared. All pertinent parties will be informed of non-compliance at the time it is discovered, and weekly updates will be given until all non-conformance items are cleared.

### **Reporting**

Results of field tests will be submitted verbally to available personnel at the site. Final written summaries of field tests and observations are usually submitted at intervals of approximately twice per week and will include results of laboratory tests.

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**EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE**

**Compensation**

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

<b>Task 1 – Geotechnical Services</b>	<b>Based on Attached Cost Estimate</b>	<b>Authorized by Client Yes/No</b>
<b>Geotechnical Services</b> Site Clearing, Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$28,790	Work completed

<b>Task 2 – Environmental Services</b>	<b>Based on Attached Cost Estimate</b>	<b>Authorized by Client Yes/No</b>
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**Wetland and WOTUS Delineation**

<b>Desktop Review, Field Delineation Using Colored Flagging, and collection of Data Points</b> (Includes collection of field data to complete up to 5 Regional Supplement-Wetland Determination Forms) <b>Deliverable: Approximate sketch of the aquatic resources (Approximate sketch is not typically suitable for planning or design)</b>	\$2,743	Work Completed
<b>Sub-meter accuracy GPS locating of wetlands/WOTUS lines and preparation of Depiction of Aquatic Resources Map in GIS</b>	\$215	Work Completed
<b>Preparation of Delineation Report or Submittal of Jurisdictional Determination Request Package</b>	\$1,250	Work Completed
<b>*One onsite meeting with USACE</b> <b>Unit rates:</b> Staff Scientist: \$95/hour Project Scientist: \$110/hour	*Estimated Fee \$1,000	Not Requested

*\*Site visits with regulatory agency representatives on site to verify WOTUS locations will be invoiced based on the referenced hourly unit rates. If additional meetings or site visits are necessary to complete the Jurisdictional Determination process, Terracon will coordinate with you regarding additional costs prior to invoicing.*

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<b>ADDENDUM</b> <b>Task 3 – Construction Materials Testing</b>	<b>Based on Attached Cost Estimate</b>	<b>Authorized by Client Yes/No</b>
Mass Grading observations: sitework, utilities, fill placement, density testing, proofrolls, and laboratory testing	\$39,573.24	<input type="checkbox"/> Yes <input type="checkbox"/> No

Our Scope of Services does not include services associated with site clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

## Project Schedule

### Geotechnical Services

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

<b>GeoReport® Delivery</b>	<b>Posting Date from Notice to Proceed <sup>1, 2</sup></b>
Submit Project Planning	5 days
Complete Field Exploration	35 days
Submit Site Characterization	40 days
Submit Final Report	45 days total from start date (notice to proceed)

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated calendar days for the four delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

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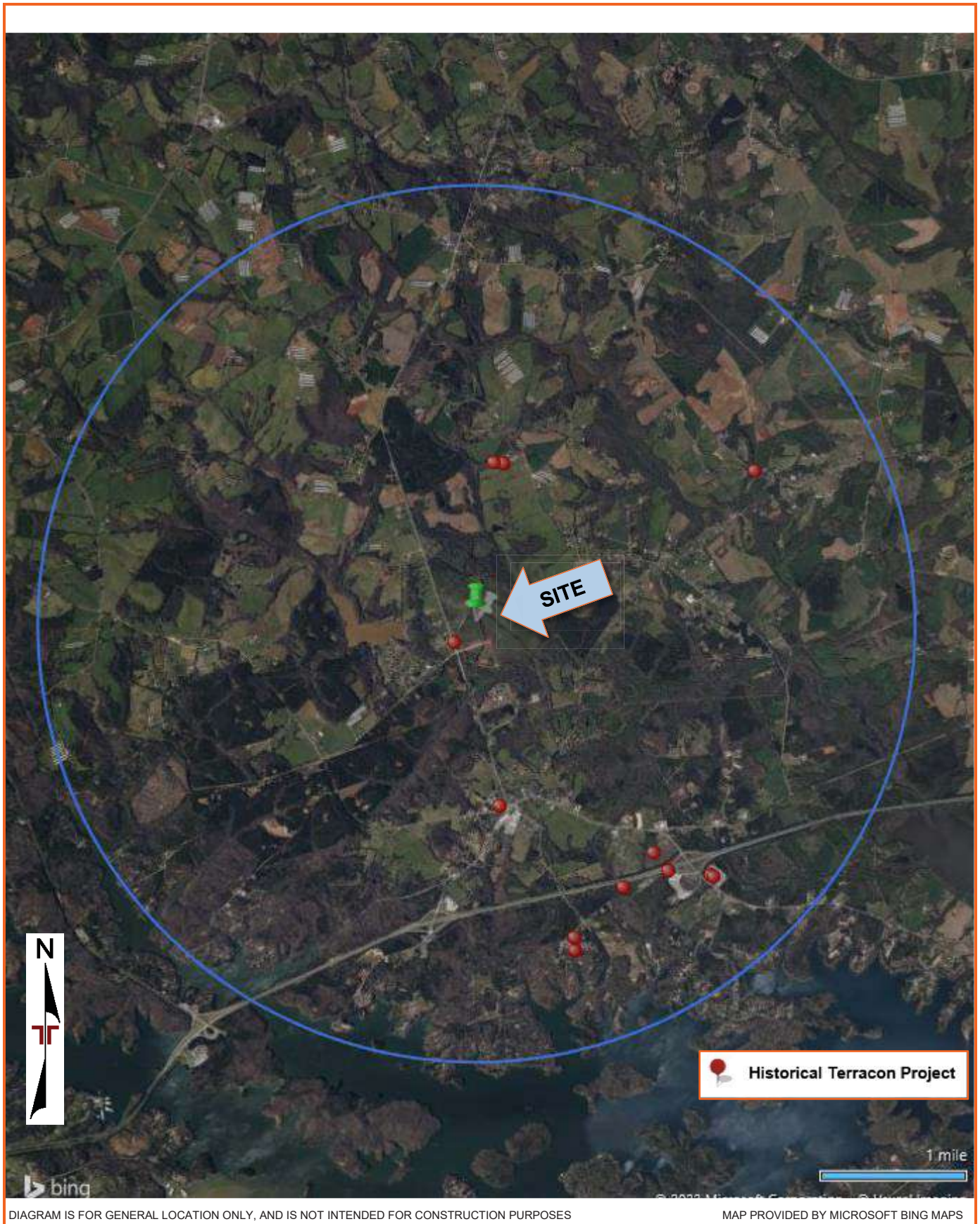


**Environmental Services**

We anticipate that field work will be complete within two weeks from your authorization to proceed, weather permitting. If requested, preparation of the Delineation Report or Jurisdictional Determination Request Package will be completed within two weeks following the field delineation. Applicable supporting documentation will be submitted to USACE at your request. Receipt of verification concurrence and a Jurisdictional Determination letter is largely based on agency response. Terracon will seek frequent status updates.

**EXHIBIT D – SITE LOCATION**

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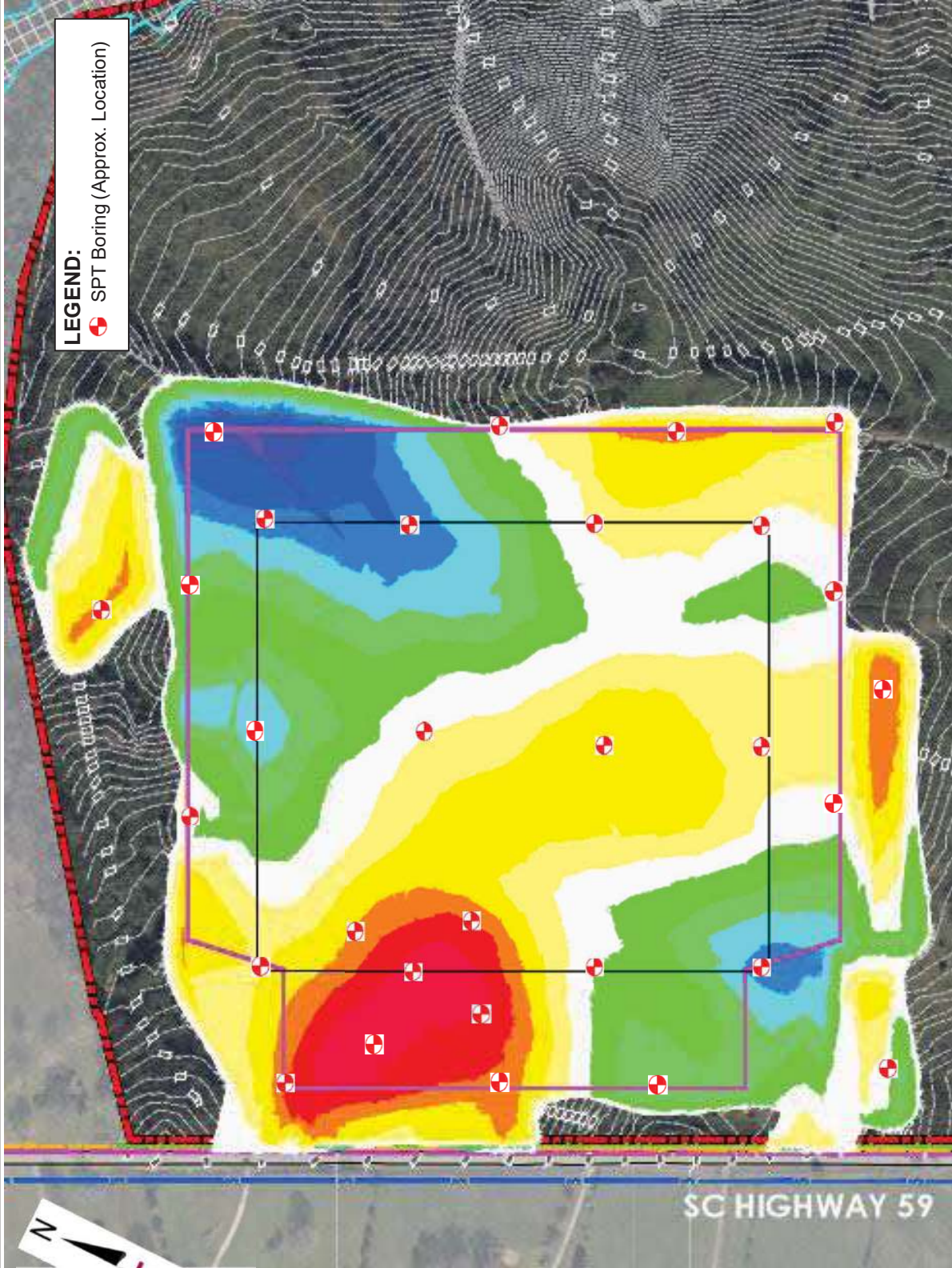


Exhibit  
E

Boring Location Plan  
**Golden Corner Commerce Park**  
 S.C. Highway 59  
 Fair Play, South Carolina

**Terracon**  
 Consulting Engineers & Scientists  
 72 Pointe Circle Greenville, South Carolina 29615  
 PH. (864) 292-2901 FAX. (864) 292-6361

Scale: N.T.S.  
 File Name:  
 Date:

Proposal No. P86225175  
 Drawn by: MM  
 Checked by: ND  
 Approved by: ND

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES



## EXHIBIT F

**BUDGET ESTIMATE**  
**Construction Materials Testing**  
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SERVICES	UNIT RATES		QTY	TOTAL
<b>Soils Construction</b>				
Senior Materials Engineering Inspector				
Sitework and Utilities, Fill Placement, Density Testing and Sampling				\$24,500.00
Proofroll Observations - Project Engineer				\$4,400.00
Soils Standard Proctor Laboratory Testing (ASTM D698)				\$625.00
Nuclear Gauge Rental				\$625.00
			<b>Task Subtotal</b>	<b>\$30,150.00</b>
<b>Site Visits</b>				
Mileage	\$			\$3,873.24
			<b>Subtotal</b>	<b>\$3,873.24</b>
<b>Project Administration and Reporting</b>				
Project Manager				\$3,600.00
Senior Engineer,				\$1,500.00
Administrative Fee				\$450.00
			<b>Task Subtotal</b>	<b>\$5,550.00</b>
<b>Total Estimated Fee</b>				<b>\$39,573.24</b>

Note: This worksheet is a cost estimate based upon the above-listed hours, trips, and quantities and is not a guaranteed maximum price. Cost estimates for above mentioned testing were based on project documents, no work schedule was provided.

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: March 5, 2024  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

PRT Commission-Local ATAX Recommendations / Spring 2024 Cycle / \$73,520

**BACKGROUND OR HISTORY:**

A portion of Local ATAX revenues received by Oconee County are made available for ATAX grants through Ordinance 2011-12. ATAX grants are to be tourism related grants that meet the ATAX guidelines specified by local and State mandates. Grants are recommended by the PRT Commission based on tourism impact of the project and approved by County Council. All external ATAX grant recipients are required to turn in intermediate reports every 60 days to the progress of the grant and a final report upon completion of the grant.

These reports are placed in the grant folder, which is kept active by the PRT staff until the grant is considered complete. Internal projects through Oconee PRT are also funneled through local ATAX for eligible projects.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? No [review #2001-15 on Procurement's website]

If no, explain briefly: NO-ATAX grants

**FINANCIAL IMPACT:**

**Beginning Local ATAX balance** **\$518,065**

**If all grants/projects approved/new balance will be:** **\$444,545**

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes

If yes, who is matching and how much: Varies by grant!

**ATTACHMENTS**

Spreadsheet approved by PRT Commission on 2.22.24.

**STAFF RECOMMENDATION:**

Request approval of local ATAX recommendations per the attached spreadsheet.

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

**Approved for Submittal to Council:**

Phil Shirley, PRT Director  
Department Head/Elected Official

\_\_\_\_\_  
Amanda Brock, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Mar-24

**Local ATAX Grants**

<b>Applicant</b>	<b>Funds Request</b>	<b>Project Description</b>	<b>Amount Eligible for ATAX</b>	<b>PRT Commission Recommendation</b>
City of Seneca	\$16,000	Advertising-Independence Day Celebration	\$16,000	<b>\$5,000</b>
Discover Upcountry SC	\$15,000	Advertising	\$15,000	<b>\$8,000</b>
Eagles Nest Art Center	\$9,525	Advertising/Equipment/Electrical Upgrades	\$9,525	<b>\$1,500</b>
Lake Hartwell Country	\$9,000	Advertising	\$9,000	<b>\$5,000</b>
Main Street Walhalla	\$10,000	Advertising "FolksFest"	\$8,000	<b>\$2,000</b>
Oconee County Chamber of Commerce	\$15,000	Visitor Center staffing	\$15,000	<b>\$6,000</b>
Rock the Ranch	\$9,000	Advertising/Entertainment/Production	\$9,000	<b>\$3,000</b>
South Carolina Apple Festival	\$10,000	Advertising	\$9,800	<b>\$4,000</b>
The FARM Center	\$12,375	Parking/Directional/ID Signage	\$12,375	<b>\$6,000</b>
Upstate Heritage Quilt Trail	\$1,700	Advertising	\$1,700	<b>\$1,500</b>
Walhalla Performing Arts Center	\$12,000	Advertising 2024 Season	\$12,000	<b>\$9,000</b>
Westminster Music Center	\$10,000	2024 Music on Main	\$10,000	<b>\$5,000</b>
Wild Hearts Equine Therapeutic Center	\$11,653	Construction-Training Center	\$7,475	<b>\$4,000</b>
	<b>\$141,253</b>		<b>\$134,875</b>	<b>\$60,000</b>
<b><u>PRT Internal Request</u></b>				
SCAG Windstorm Blower-Parks	\$13,520	Replacement Commercial Blower	\$13,520	<b>\$13,520</b>
	<b>\$13,520</b>		<b>\$13,520</b>	<b>\$13,520</b>
			<b>Total</b>	<b>\$73,520</b>

**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM  
FOR TOURISM RELATED PROJECTS**

**I. APPLICANT**

A. Name of Organization City of Seneca  
B. Address 221 E.N. 1st Street  
Seneca SC 29678

**II. FUNDS REQUESTED**

A. ATAX Funds Requested \$ 16,000.00  
B. How will ATAX Funds be used? Will be used to market and promote Independence Day Celebration 2024 with bottom line goal of attracting tourists to County  
C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100 percent  
D. Funds furnished by your organization See Attached  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_

Provide an itemized total budget for your event and an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED**, attach on a separate sheet

**III. NARRATIVE PROJECT DESCRIPTION**

A. Project Title Independence Day Celebration 2024  
B. Description of project 4th of July Festival - family oriented, free, with music, food and fireworks.  
C. Who will benefit from this project? County-wide businesses - restaurants - hotels, short-term rentals, and other county merchants

**IV. DATES OF PROJECT**

Beginning July 4, 2024 Ending July 4, 2024

**V. APPLICANT CATEGORY**

Government Entity: Municipal government  
 Non-profit Organization: Incorporation date \_\_\_\_\_  
 Eleemosynary Organization under IRS Code: IRS # \_\_\_\_\_  
 Date of Determination Letter \_\_\_\_\_

**RECEIVED**  
2.13.24

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconee County?

This project will create overnight stays in hotels & short-term rentals that will fill up county-wide restaurants and increase business stores such as grocery stores & other miscellaneous merchants

A. How many visitors/participants attended the event last year and are anticipated this year?

B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?

Last Year \_\_\_\_\_  
This Year \_\_\_\_\_

C. How many overnight stays were created by this event last year and are anticipated this year?

Last year: \_\_\_\_\_ FURNISHED SEPARATELY  
This Year: \_\_\_\_\_ FURNISHED SEPARATELY

D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

TELEVISION AND RADIO - ALSO NEWSPAPER AND MAGAZINES.

E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

TRAFFIC COUNTERS, EMAIL AND ZIP CODE HARVESTING

F. What records will be kept during this event to obtain the above demographic data?

(i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) WEB SITE HITS, TV ADVERTISING DEMOGRAPHICS AND DATA GATHERED AT EVENT.

**VII. AUDIT**

Does your organization perform an independent audit? Yes X No \_\_\_\_\_

Name of the Auditor: Maudin & Jenkins, CPAs & Advisors

VIII. Will your project be using any funds from another group that received ATAX funds? NO

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.*

A. Contact Name: Riley Johnson Title Event Coordinator, City of Seneca  
Signature [Signature] Date 2-14-2024  
Address 221 E.N. 1st St Seneca SC 29678  
Email rjohnson@seneca.sc.us Fax No. \_\_\_\_\_  
Phone Number (s) 864-723-3910

B. Alternate Contact Name: Debbie Williams Title Exec. Assistant  
Signature [Signature] Date 2-14-2024  
Address 221 E N 1st St Seneca SC 29678  
Email dwilliams@seneca.sc.us Fax No. \_\_\_\_\_  
Phone Number (s) 864-888-0880

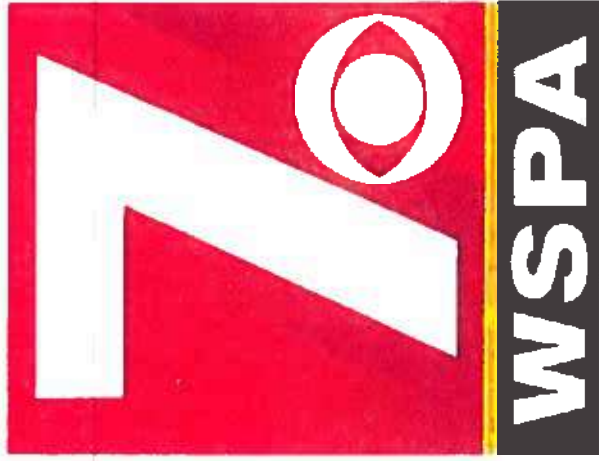
**BUDGET**

**Independence Day Celebration**

**2024**

**CITY OF SENECA, SC**

MUSIC – MAJOR ACTS	15,250.00
STAGES & LIGHTS	9,000.00
PORTA POTTIES	2,500.00
HOTEL ROOMS	5,000.00
FOOD FOR BANDS & STAFF	2,000.00
CAROLINA BOUNCE	7,488.90
LOCAL ACTS	6,500.00
EPI - SECURITY	2,500.00
CLEANING SERVICES	1,500.00
FIREWORKS	26,000.00
PROFESSIONAL SOUND	4,500.00
RAIN INSURANCE	3,500.00
ADVERTISING & PROMOTION	4,800.00
<b>TOTAL</b>	<b>90,538.90</b>
ATAX REQUEST FOR ADVERTISING/ACTS	20,050.00
CITY OF SENECA HAT ADVERTISING	30,000.00



**CITY OF SENECGA**

**INDEPENDENCE DAY CELEBRATION**

**TUESDAY, JULY 4 / GIGNILLIAT FIELD**

**FREE**

**LIVE ON STAGE!**

**DEPARTURE**

**RESTIMITIES START @ 2PM ON TUESDAY, JULY 4**

**AWARD-WINNING FIREWORKS AT DUSK!**

**FREE FAMILY FUN!**

**WATERSLIDES!**

**FOOD VENDORS!**

**DRINK VENDORS!**

**BRING YOUR CHAIRS & BLANKETS**

**STAY ALL DAY!**

**LIVE MUSIC SCHEDULE**

**4:00 PM** **8:00 PM**

**2:00 PM** **5:00 PM**

**FREE**

**WSPA**

**THE CW62**



**THE CW62**

250 INTERNATIONAL DRIVE SPARTANBURG, SC 29303 P: 864-576-7777 F: 864-595-4615



# Independence Day Celebration PROMOTIONAL PARTNERSHIP INCLUDES:

- Commercial schedule
- Your Carolina appearance
- Pre -Roll on [WSPA.com](http://WSPA.com)
- Production
- Flight Dates 6/1/2024-7/3/2024



WSPA 62



# Broadcast package



75 Commercials



25 Commercials

100 TOTAL :10 BB and  
:15 Spots  
Commercials

PLUS... FREE Commercial Production!



# Digital Video: Pre-roll/Post-roll

- Preroll will auto-play on page load
  - :15 second spot is recommended
  - Supports Up To :30 with a :15 second skip required for those exceeding :15
- Max file size: 20 to 25 MB
- Delivers to both Desktop and Mobile Web



Monthly Impressions 20,000



the cw62



**Your Carolina ...** when 30 seconds isn't enough! Who is the BEST at telling your company's story? Selling YOUR company's product or service? **YOU** ... of course!

Television is the best way to tell your story... and now you have more than 30 seconds to get that story told. With over 30,000 viewers daily, your product or service is sure to be a hit!

**Your Carolina gives you a live 3-5 minute segment to showcase your products and services!!**



WSPA invites local businesses to come on the show to talk about their product or service in a lively, entertaining and informative format. This is a proven, effective way to get massive exposure and promote your business in a viewer-friendly, non-commercial environment.

**Show and Tell YOUR story on Your Carolina!**



**The CW62**

250 INTERNATIONAL DRIVE SPARTANBURG, SC 29303 P: 864-576-7777 F: 864-595-4615



**FREE** CITY OF SPARTANBURG **FREE**

**INDEPENDENCE DAY CELEBRATION**  
TUESDAY, JULY 4 SIGNAL LIGHT FIELD

**LIVE ON STAGE DEPARTURE**

**ACTIVITIES START @ 2PM ON TUESDAY, JULY 4**  
AWARD-WINNING FIREWORKS AT DUSK!

**FREE**  
FAMILY FONI!  
WATER SLIDES!  
FOOD  
DRINK  
VENDORS!

**BRING YOUR CHAIRS & BLANKETS**  
STAY ALL DAY!

**LIVE MUSIC SCHEDULE**

4:00 PM Country 400	2:00 PM Rock	6:00 PM Country 400
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Photo credit: Spartanburg SC, Independence Day

THE CW62

**Total investment \$4,800**



THE CW62

250 INTERNATIONAL DRIVE SPARTANBURG, SC 29303 P: 864-576-7777 F: 864-595-4615



**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM  
FOR TOURISM-RELATED PROJECTS**

**I. APPLICANT**

- A. Name of Organization: Discover Upcountry Carolina Association  
B. Address: 500 E North Street, Suite C, Greenville, SC 29601

**II. FUNDS REQUESTED**

- A. ATAX Funds Requested: \$15,000.00  
B. How will ATAX Funds be used?

Print advertisements will be placed in publications such as Southern Living, South Carolina Living, Our State, Georgia Magazine, Newcomer Magazine, and Carolina Country Magazine. Additionally, digital and social media advertising campaigns (Google Search, Google Display, Facebook) will be conducted that will drive visitors to our websites, UpcountrySC.com and Scenic11.com.

- C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%  
D. Funds furnished by your organization \$626,000.00  
    Matching Grant \$44,000.00                      Source - SC Department of Parks, Recreation & Tourism  
    Matching Grant \$300,000.00                  Source - ATAX grants  
    Other Funding \$282,000.00                 Source - SCPRT appropriations  
    Other Funding \_\_\_\_\_                     Source \_\_\_\_\_

Provide an itemized total budget for your event **and** an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED; attach on a separate sheet.**

**III. NARRATIVE PROJECT DESCRIPTION**

- A. Project Title: Upcountry Marketing  
B. Description of project: Discover Upcountry Carolina Association was founded in 1978 to promote tourism as an economic development activity in the six northwestern counties of South Carolina. We implement a comprehensive marketing program that results in attracting approximately 600,000 visitors to the region every year.  
C. Who will benefit from this project?  
The primary beneficiaries will be accommodations properties, restaurants, attractions, recreation providers, and outfitters. Retail outlets will also benefit, along with festivals and special events that are held in Oconee County.

**IV. DATES OF PROJECT**

Beginning 4-1-24                                      Ending 3-31-25

**V. APPLICANT CATEGORY**

- \_\_\_\_\_ Government Entity  
\_\_\_\_\_ Non-profit Organization: Incorporation date \_\_\_\_\_  
X \_\_\_\_\_ Eleemosynary Organization under IRS Code: IRS # 501(c) 6  
\_\_\_\_\_ Date of Determination Letter January 14, 1998

**RECEIVED**  
1.24.24

## VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County?

The entire marketing budget is targeted toward audiences that are within a 50 to 1,000-mile radius of Oconee County. The majority of the advertising we place features outdoor recreation and the scenic, natural, and cultural attributes of the area, so the many waterfalls, Lakes Jocassee, Keowee, and Hartwell, the National Wild & Scenic Chattooga River, and the four state and three county parks are all featured prominently in our advertising and marketing efforts. Also, in the annual *Visitors Guide to the Upcountry*, the many Oconee attractions, sites, and activities are prominently featured.

- A. How many visitors/participants attended the event last year and are anticipated this year?  
33,715 in FY 2024. Projected 43,830 in FY 2025.
- B. How many of the visitors/participants were from beyond a 50-mile radius of Oconee County last year and are anticipated this year?  
Last Year – 33,715 This Year – 43,830
- C. How many overnight stays were created by this event last year and are anticipated this year?  
Last Year – 67,673 This Year – 87,177
- D. How do you plan to advertise this event beyond a 50-mile radius of Oconee County?

The primary target markets for the Upcountry have traditionally been South Carolina, North Carolina, Georgia, and Florida, so the majority of our advertising placements are in publications (and online) that reach these geographic markets. Other feeder markets for the region are Alabama, Mississippi, Louisiana, and Tennessee. All of our advertising budget is focused on markets that are beyond a 50-mile radius of Oconee County.

- E. What other documentation can you provide demonstrating this event promotes tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

We have numerous members and partners in Oconee who have provided testimonials that our efforts are bringing visitors to their business or organization. Lodging properties, restaurants, attractions, and recreation providers are the businesses that give us the most positive feedback. We also receive a lot of feedback on our social media channels from visitors about their experiences in the area.

- F. What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics)

Visitor data is collected in several ways by our organization. Website visits are tracked with Google Analytics. Our site currently gets approximately 280,000 sessions per year. Inquiries are generated from advertising and marketing efforts. These inquiries will be fulfilled with the Upcountry Visitors Guide, and they will also be added to our e-newsletter mailing list (70,000+ subscribers). Facebook Analytics are also tracked to evaluate our engagement. We are averaging over 2.9 Million engagements per year on our page.

## VII. AUDIT

Does your organization perform an independent audit? Yes.

Name of the Auditor: McKinley, Cooper & Co., LLC

- VIII. Will your project be using any funds from another group that received ATAX funds? No.

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project. I will complete interim reports every sixty days and two final reports at completion of project. All information required for final reporting MUST be detailed when project is complete.*

A. Contact Name: Tim Todd

Title: Executive Director

Signature: 

Date: January 24, 2024

Address: 500 E North St, Suite C, Greenville, SC 29601

Email: Tim@UpcountrySC.com

Phone Number: 864-233-2690





<b>FY 2024-25 Budget</b>
--------------------------

<b>Carryover Funds</b>	<b>40,000</b>
<b>Income</b>	
Memberships	10,000
Advertising	65,000
Tourism Advertising Grant	44,000
Appropriations	550,000
Accommodations Tax	300,000
Wildlife Funding	15,000
Interest Income	5,000
<b>Total Income + Carryover Funds</b>	<b>1,029,000</b>
<b>Expenses</b>	
Salaries/Wages	105,000
Payroll Taxes	8,500
Deferred Compensation	3,500
Employee Insurance	21,000
Other Compensation (Bonuses)	3,500
Contract Services	70,000
Rent	23,000
Office Insurance	1,000
Auto Expense	18,000
Utilities	2,000
Telephone	6,000
Office Supplies	9,000
Computer Services	8,000
Furniture & Equipment	6,000
Maintenance	500
Printing	1,000
Travel Expenses	14,000
Membership Dues	9,000
Subscriptions	500
Meeting Expense	500
Registration Fees	3,000
Professional Services	7,500
Service Charges	2,000
Miscellaneous	500
Literature Production	75,000
Website Development/hosting	35,000
Travel & Trade Shows	5,000
Advertising	340,000
Shipping/Postage	35,000
Research	25,000
Photography/Videography	35,000
Promotions/PR/Writing Projects	35,000
Fam Tours	10,000
Projects - SCATR, Euphoria, Rev War	31,000
<b>Total Expense</b>	<b>946,000</b>
<b>Net Profit/Loss</b>	<b>80,000</b>



**FY 2025 Budget For  
Oconee County Accommodations Tax Grant Funds**

Print Advertising ( <i>Southern Living, SC Living, Georgia Magazine, Woman's Day, and others</i> )	\$10,000.00
Social Media (Facebook) and Digital (Google) Advertising	\$5,000.00

**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM  
FOR TOURISM RELATED PROJECTS**

**I. APPLICANT**

A. Name of Organization Eagles Nest Art Center  
B. Address 4 Eagle Lane  
Salem, SC 29696

**II. FUNDS REQUESTED**

A. ATAX Funds Requested \$ \$9,525.00  
B. How will ATAX Funds be used? Advertising-radio, programs, communications, need a blue tooth system, need a computer and copier/printer for ENAC office, paint and supplies to improve appearance of bathrooms and auditorium and upgrade electrical for the stage. signage  
C. Estimated percentage of costs directly attributed to attracting or serving tourists? 30%  
D. Funds furnished by your organization \_\_\_\_\_  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding x \_\_\_\_\_ Source fundraising events  
Other Funding x \_\_\_\_\_ Source individual donations, sponsors

Provide an itemized total budget for your event **and** an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED, attach on a separate sheet**

**III. NARRATIVE PROJECT DESCRIPTION**

A. Project Title Event series for 2024  
B. Description of project Monthly events: concerts, plays, shows, seminars, local and regional talent shows, education, improved signage, improved appearance of bathrooms and auditorium  
C. Who will benefit from this project? Artists and musicians have a venue to perform and educate. The communities of upstate South Carolina, Georgia, and North Carolina, Residents and visitors of all ages for family entertainment

**IV. DATES OF PROJECT**

Beginning February 15, 2023 Ending August 14, 2024

**V. APPLICANT CATEGORY**

Government Entity: 1  
x Non-profit Organization: Incorporation date 6-15-2020



x

Eleemosynary Organization under IRS Code: IRS # 85-1919132

Date of Determination Letter 9-19-2020

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconee County?

Outreach to our upstate SC and joining states North Carolina and Georgia to our special events and shows.

A. How many visitors/participants attended the event last year and are anticipated this year?  
150 average

B. How many of the visitors/participants were from beyond a 50-mile radius of Oconee County last year and are anticipated this year?

Last Year 200

This Year 300

C. How many overnight stays were created by this event last year and are anticipated this year? Last year: 30

This Year: 50

D. How do you plan to advertise this event beyond a 50-mile radius of Oconee County?

Radio, Facebook, Flyers, Newspaper, Webpage, Member of Oconee County Chamber of Commerce which provides weekly newsletter to members of our upcoming events.

E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e., photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

logbook, Online and site ticket sales,

F. What records will be kept during this event to obtain the above demographic data?

(i.e., guest logs, phone logs, accommodations contracts, website hits, advertising demographics) Inquires by Guest-online ticket sales, website hits—demographic collection of sales

**VII. AUDIT**

Does your organization perform an independent audit? Yes \_\_\_ No x

Name of the Auditor: \_\_\_\_\_

**VIII.** Will your project be using any funds from another group that received ATAX funds? no

**I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project. I will complete interim reports every sixty days and two final reports at completion of project. All information required for final reporting MUST be detailed when project is complete.**

**A. Contact Name: Lynne R Martin Title President**  
**Signature \_\_\_\_\_ Date \_\_\_\_\_**  
**Address 730 Jumping Branch Rd**  
**Email \_\_\_\_\_ Fax No. \_\_\_\_\_**  
**Phone Number (s) \_\_\_\_\_**

**B. Alternate Contact Name: Darlene Chapman Title Secretary**  
**Signature \_\_\_\_\_ Date \_\_\_\_\_**  
**Address 330 George Todd RD, Tamassee, SC**  
**Email Darlenechapman52@gmail.com Fax No. \_\_\_\_\_**  
**Phone Number (s) 864-710-8758**

Eagles Nest Budget from February 15, 2024 to August 14, 2024

Budget for Oconee Mountain Opry

Performance	500 x 6 shows	\$ 3000
Hospitality	\$100 x 6 shows	\$600
Sound	250 x 6 shows	\$1500
Posters	100 x 6 shows	\$600
Advertising	500 x 6 shows	\$3000
Facebook Boosting	125 x 6 shows	<u>\$750</u>
	Budget	\$9,450.00

Concert Events

Performance	\$2500 x 4 shows	\$10,000
Hospitality	\$100 x 4 shows	\$400
Sound	\$500 x 4 shows	\$2000
Posters	\$100 x 4 shows	\$400
Advertising	\$500 x 4 shows	\$2000
Facebook Boosting	\$125 x 4 shows	<u>\$ 500</u>
	Budget	\$15,300.00

Other Needs:

HP Computer	\$1000.00	
HP laser Jet printer/copier	\$500.00	
Blue Tooth Speaker with Mics	\$500.00	
Signs for identifying location	\$1000.00	
Paint and Supplies	<u>\$2000.00</u>	
Electrical Upgrade	<u>\$2000.00</u>	
	Budget	\$7,000.00

Total Budget 31,750.00

**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM  
FOR TOURISM RELATED PROJECTS**

**I. APPLICANT**

A. Name of Organization Lake Hartwell Country  
B. Address 120 History Ln.  
Pendleton, SC 29670

**II. FUNDS REQUESTED**

A. ATAX Funds Requested \$ 9,000  
B. How will ATAX Funds be used? LHC will create promotional materials for the county through OTT ads as well as Facebook ads promoting the diversity of Oconee County's natural resources.  
C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%  
D. Funds furnished by your organization \$5,200  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_

Provide an itemized total budget for your event and an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED, attach on a separate sheet**

**III. NARRATIVE PROJECT DESCRIPTION**

A. Project Title \*see attached  
B. Description of project \*see attached  
C. Who will benefit from this project? \*see attached

**IV. DATES OF PROJECT**

Beginning 3/1/24 Ending 7/1/24

**V. APPLICANT CATEGORY**

Government Entity: \_\_\_\_\_  
Non-profit Organization: Incorporation date \_\_\_\_\_  
 Eleemosynary Organization under IRS Code: IRS # 3306(c)(7)  
Date of Determination Letter 12/12/1966

**RECEIVED**  
2.12.24

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconee County?

\*see attached

A. How many visitors/participants attended the event last year and are anticipated this year?

B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?

Last Year \_\_\_\_\_  
This Year \_\_\_\_\_

C. How many overnight stays were created by this event last year and are anticipated this year?

Last year : \_\_\_\_\_  
This Year: \_\_\_\_\_

D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) \_\_\_\_\_

F. What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) \_\_\_\_\_

**VII. AUDIT**

Does your organization perform an independent audit? Yes \_\_\_ No \_\_\_

Name of the Auditor: \*See Attached

VIII. Will your project be using any funds from another group that received ATAX funds? No

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.*

A. Contact Name: Andrew Stevenson Title Grants and Fundraising Coordinator  
Signature \_\_\_\_\_ Date 2/8/24  
Address 120 History Lane Pendleton, SC 29670  
Email andrew@lakehartwellcountry.com Fax No. \_\_\_\_\_  
Phone Number (s) 864-617-9306

B. Alternate Contact Name: Les McCall Title Executive Director  
Signature \_\_\_\_\_ Date 2/8/24  
Address 120 History Lane Pendleton, SC 29670  
Email les@lakehartwellcountry.com Fax No. \_\_\_\_\_  
Phone Number (s) 864-646-3782



III.

A. Title

- a. Annual Marketing for Oconee County

B. Description of project

- a. Oconee County marketing and promotion is part of an annual commitment by Lake Hartwell Country, the regional tourism office covering Anderson, Oconee, and Pickens Counties.

Lake Hartwell Country will create promotional materials to market the County using both video and online media. The video will consist of a series of Over the Top (OTT) ads highlighting a few of the many natural wonders and attractions found throughout Oconee County. We will be using two of the top streaming applications, Hulu and Sling, to run our ads and they will be geotargeted to reach individuals outside of a 50-mile radius. The online advertisements will consist of boosted Facebook posts that seek to attract visitors to the many outdoor activities available in Oconee County.

The office will also work to build strong relationships with tourism related businesses, such as retailers, restaurants, and lodging, to market the mountains and waterways of Oconee County. We plan to attract tourists who are seeking a safe outdoor experience that is uniquely found around the mountains and on the waterways of Oconee County.

C. Who will benefit from the Project?

- a. The proposed project aims to benefit all businesses, parks, and individuals within the County by stimulating tourism and travel to Oconee. Through strategic distribution of online and video materials, we intend to capture the attention of outdoor enthusiasts across various media platforms, including Facebook and OTT advertising. Our goal is to inspire them to explore the natural beauty and recreational opportunities our County has to offer. With statistics indicating that half of South Carolinians engage in outdoor recreation, encompassing diverse demographics across genders, ages, ethnicities, and income levels (Outdoor Industry Association, 2016), we estimate a potential audience of over two and a half million people who may be drawn to our 600 miles of lake shoreline and numerous rivers.

Moreover, out-of-state tourism has demonstrated significant economic impact, generating nearly three times the tourism revenue compared to in-state visitors. According to Oconee County's 2020 budget documents,

tourism contributed approximately \$10 million to the local economy and supported around 500 jobs. Our organization is committed to sustaining and enhancing this level of visitation. While the County has historically relied on industries such as manufacturing and textiles, tourism is emerging as a vital driver of economic growth.

Travelers visiting our region for outdoor experiences inevitably contribute to the local economy by spending on various goods and services, including fuel, accommodations, dining, and recreational activities. Therefore, our marketing campaign not only benefits businesses catering to tourists but also boosts visitation to County Parks, enriching the overall community experience. By promoting Oconee County as a premier destination for outdoor recreation, we aspire to foster sustainable economic development and prosperity for all stakeholders involved.

We can reasonably expect the following reach based on our projections for our two ad campaigns:

- OTT Advertisements (These are projections based on our fall OTT campaign of an identical budget to the one provided. This campaign had an over 98% completion rate)
  - o  $(87,000 \text{ impressions}) \times 3\%$  (Estimated Percentage of individuals seeking further information = 2,610 (Individuals seeking further information)
  - o  $2,610 \times 3\%$  (Average conversion rate)= 78 (number of visitors generated)
  - o  $78 \times 2$  (average number of hotel room nights per visitor)= 156
  - o  $156 \times \$175$ (conservative estimate of amount spent during a two day trip)= \$27,300 (estimated economic impact total)
  
- Facebook Ads (projected)
  - o  $430,000 \times (1.39)$ = 5,977 (total number who visited our site)
  - o  $5977 \times .02$  (average conversion rate)= 119
  - o  $119 \times 2$  (Average number of hotel room nights per visitor

- o = 238 Hotel Room
- o 238 x \$175 (Conservative estimate of amount spent for a two day trip)= \$41,650 (Estimated Economic Impact total)

-Total Economic Impact of both campaigns= \$68,950

**IV. Dates of Project**

Beginning 03/01/24

Ending: 7/01/24

**V. Applicant Category**

-Date of Determination Letter- 12/12/1966

**VI. Demographic Data**

This comprehensive campaign aims to attract travelers from beyond a 50-mile radius to invest their tourism dollars in Oconee County. Leveraging a multifaceted approach, we will employ both OTT (Over-The-Top) and Facebook marketing to reach a diverse audience demographic. OTT advertising presents an opportunity to engage with individuals actively interested in outdoor activities, ensuring our messaging resonates with those most likely to explore Oconee County's natural offerings.

Through the use of Key Performance Indicators (KPIs), we will monitor the effectiveness of our content in not only raising awareness of Oconee County as a tourism destination but also in prompting viewer engagement and subsequent action. Our series of Facebook advertisements will showcase the wide array of recreational opportunities available in Oconee, including waterfalls, County Parks, lakes, rivers, and local businesses, ensuring our target audience is captivated and motivated to experience the region firsthand.

**A.**

- a. Last Year- 620
- b. This Year- 197

**B.**

- a. Last Year- 100%

b. This Year- 100%

**C. Overnight Stays**

a. Last Year- 1,240 (Hotel room nights)

b. This Year- 394 (Hotel Room Nights)

**D. How do you plan to advertise this event beyond a 50-mile radius of Oconee County?**

a. OTT (Over-The-Top) ads offer precise targeting capabilities that go beyond geographical boundaries. Through data-driven strategies, we can pinpoint individuals interested in outdoor activities, travel, and related topics, regardless of their location. This means that even those outside the 50-mile radius can be reached effectively, expanding our audience reach and attracting potential visitors to Oconee County.

b. Similarly, Facebook ads provide unparalleled targeting options, allowing us to tailor our messaging to reach individuals based on various factors such as interests, behaviors, and location. By leveraging advanced targeting capabilities, we can pinpoint individuals who have expressed an interest in outdoor recreation, travel, or specific activities that Oconee County offers, regardless of their physical distance from the area.

**E. What other documentation can you provide demonstrating this event promotes tourism in Oconee County?**

a. The video OTT advertisements will be provided as well as metrics that describe their reach.

b. Facebook advertisements as well as the metrics describing their performance will be included.

**F. What records will be kept during this event to obtain the above demographic data?**

a. We will be utilizing metrics from both OTT and Facebook as well as website hits to ensure that this campaign is effectively reaching the target audience.

**VII. Audit**

**A. Does your organization perform an independent audit?**

a. Name of Auditor- Love Bailey Associates

VIII.

A. Will your project be using any funds from another group that received ATAX funds?

a. No

References

"South Carolina." *Outdoor Industry Association*, [outdoorindustry.org/state/south-carolina](https://www.outdoorindustry.org/state/south-carolina). Accessed 8 Feb. 2024.

### Itemized Budget

Type of Advertisement	Total Cost
OTT (ATAX Funds)	\$9,000
Facebook (Matching)	\$5,200
Total	\$14,200

**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM  
FOR TOURISM RELATED PROJECTS**

**I. APPLICANT**

A. Name of Organization Main Street Walhalla  
B. Address 105 W. South Broad St.  
Walhalla, SC 29691

**II. FUNDS REQUESTED**

A. ATAX Funds Requested \$ 10,000  
B. How will ATAX Funds be used? Advertising, Bands, sand/stage, Carnival Rides  
C. Estimated percentage of costs directly attributed to attracting or serving tourists? 70%  
D. Funds furnished by your organization \$3,000  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_

Provide an itemized total budget for your event and an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED, attach on a separate sheet**

**III. NARRATIVE PROJECT DESCRIPTION**

A. Project Title Folkfest  
B. Description of project see attached document  
C. Who will benefit from this project? see attached document

**IV. DATES OF PROJECT**

Beginning May 4th 2024 Ending May 4th 2024

**V. APPLICANT CATEGORY**

Government Entity: \_\_\_\_\_  
 Non-profit Organization: Incorporation date 2021  
\_\_\_\_\_ Eleemosynary Organization under IRS Code: IRS # \_\_\_\_\_  
\_\_\_\_\_ Date of Determination Letter \_\_\_\_\_

RECEIVED  
2.15.24

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconee County?

See attached document

A. How many visitors/participants attended the event last year and are anticipated this year?

Last Year: 1,000 This Year: 2,000

B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?

Last Year 600

This Year 1,400

C. How many overnight stays were created by this event last year and are anticipated this year?

Last year: 300

This Year: 600

D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

Utilizing targeted advertising on all social media platforms and supplying state visitor centers with flyers and brochures.

E. What other documentation can you provide demonstrating this event promotes

Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

See attached documents.

F. What records will be kept during this event to obtain the above demographic data?

(i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics)

Registrations from South East Gravel for their "Race to Valhalla" Volunteers Crowd Counting and Logs from Carnival Wristband Sales.

**VII. AUDIT**

Does your organization perform an independent audit? Yes  No

Name of the Auditor: Jason White

**VIII. Will your project be using any funds from another group that received ATAX**

funds? NO

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.*

A. Contact Name: Catie Fisher Title Director, Main Street Walhalla

Signature [Signature] Date 2.13.24

Address 105 W. South Broad St. Walhalla

Email CFisher@cityofwalhalla.com Fax No. \_\_\_\_\_

Phone Number (s) \_\_\_\_\_ 864-710-2025

B. Alternate Contact Name: \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_ Fax No. \_\_\_\_\_

Phone Number (s) \_\_\_\_\_



**#3. B. Description of project:**

Main Street Walhalla hosts Folksfest, our 5th annual spring event in downtown Walhalla. For the 3rd year in a row, South East Gravel Bike Race hosts their "Race to Valhalla" on Main Street. This festival showcases Walhalla's outdoor recreation with a gravel bike race that begins on Main Street Walhalla and travels up the mountain. With two courses available, bikers can choose between the 48 mile short course or the 72 mile long course. A block away on Walhalla Memorial Field will be handcraft and food vendors, carnival rides for any age and live music from Cannon & Cohen and Carolina Country Music Award Winners The Warcry Band.

**C. Who will benefit from this project?**

Main Street Walhalla's events are focused on bringing foot traffic to the downtown district with the intent to create a positive economic impact for the businesses. While Folksfest continues to support the rapidly growing tourism in local outdoor recreation, it also provides a full day festival encouraging travelers to eat at local restaurants, shop at small businesses and stay in Airbnb.

**#5. How will the project influence tourism in Oconee County?**

Oconee County is the hub of outdoor recreation and Walhalla houses a number of those destinations. Stumphouse Mountain Bike Park is Walhalla's most popular destination and its visitors continue to increase. Main Street Walhalla continues to build a reliable, consistent brand that supports and enhances economic vitality and historic heritage in Walhalla's downtown district. Folksfest, or "Volksfest" in German, meaning "The People's Festival", is a promotional project that merges our historic heritage, community support and outdoor recreation. The upcoming festival in Walhalla is set to be a magnet for a diverse range of attendees. Outdoor enthusiasts will be drawn to the event for the chance to revel in nature and partake in various outdoor activities. Artisan shoppers will have the opportunity to browse and purchase unique handmade crafts, supporting local artists and adding a creative flair to the festival. Foodies will be tantalized by a plethora of culinary delights, from gourmet food trucks to local delicacies, providing a gastronomic adventure for all attendees. The influx of these different groups of people is expected to boost overnight visitation in Oconee County. With the festival offering something for everyone, it is likely to attract visitors from far and wide who will choose to extend their stay to fully experience all that the county has to offer. This increase in overnight guests not only benefits local businesses and accommodations but also showcases the charm and appeal of Oconee County, encouraging repeat visits and fostering a sense of community spirit among residents and visitors alike.

<b>Folksfest ATAX Funds</b>	
<b>Paid Advertisement</b>	<b>\$350</b>
<b>Carnival Rides</b>	<b>\$6,000</b>
<b>Stage and PA System</b>	<b>\$2,200</b>
<b>2 Bands</b>	<b>\$1,450</b>
<b>Total</b>	<b>\$10,000</b>



**MAIN STREET**  
*Walhalla*  
MAIN STREET TO THE MOUNTAINS

*May 2023*

SOUTHEAST GRAVEL  
THE RACE  
to VALHALLA





**MAIN STREET**  
*Walhalla*  
**MAIN STREET TO THE MOUNTAINS**

*May 2023*

**SOUTHEAST GRAVEL**  
**THE RACE**  
**TO VALHALLA**





**MAIN STREET**  
*Walhalla*  
MAIN STREET TO THE MOUNTAINS

*May 2023*

SOUTHEAST GRAVEL  
THE RACE  
to VALHALLA





# OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

## I. APPLICANT

A. Name of Organization Oconee County Chamber of Commerce  
 B. Address 2 Lees Countyland Drive  
Seneca, SC 29672

## II. FUNDS REQUESTED

A. ATAX Funds Requested \$ 15,000  
 B. How will ATAX Funds be used? Funding will be used to operate and finish remodel on the office + Visitors Center in Westminster.  
 C. Estimated percentage of costs directly attributed to attracting or serving tourists? 90%  
 D. Funds furnished by your organization 5,230.00  
     Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
     Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
     Other Funding Office space Source In kind - city of Westminster  
     Other Funding Utilities Source In kind - city of Westminster

Provide an itemized total budget for your event and an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED**, attach on a separate sheet

## III. NARRATIVE PROJECT DESCRIPTION

A. Project Title Chamber Expansion Project in Partnership w/ Visit Oconee  
 B. Description of project This project will finish the new location of chamber office and Visitors Center in Westminster. The Chamber will promote local  
 C. Who will benefit from this project? Visitors to Oconee County specifically Westminster but increasing the chances they stay longer in Oconee County. Local Oconee County businesses will also benefit from the added marketing and exposure. see below

## IV. DATES OF PROJECT

Beginning Spring 2023 Ending ongoing throughout 2024 and beyond

## V. APPLICANT CATEGORY

Government Entity: \_\_\_\_\_  
 Non-profit Organization: Incorporation date Sept 1966  
 Eleemosynary Organization under IRS Code: IRS # \_\_\_\_\_  
 Date of Determination Letter \_\_\_\_\_

Ⓢ businesses and organizations by providing information, resources, collateral materials and answering questions for walk-in visitors.

RECEIVED  
2.15.24

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconee County?

*By providing resources and information concerning products, services and amenities to visitors at the destination location they will have a better experience resulting in extended and repeated visits and potential recommendations to other visitors*

- A. How many visitors/participants attended the event last year and are anticipated this year?  
N/A
- B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?  
Last Year N/A  
This Year N/A
- C. How many overnight stays were created by this event last year and are anticipated this year?  
Last year: N/A  
This Year: N/A
- D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County?  
*The locations will have new signage and the locations will be listed/published online and provided to local hotels & businesses.*
- E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) See attached letter
- F. What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) We will utilize guest log as well as tracking business impacted by visitors

**VII. AUDIT**

Does your organization perform an independent audit? Yes \_\_\_ No X  
Name of the Auditor: \_\_\_\_\_

**VIII.** Will your project be using any funds from another group that received ATAX funds? No

**I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.**

- A. Contact Name: Dan McBride Title President/CEO  
Signature Dan Mullin McBride Date 2/14/24  
Address 2146 Courtyard Dr. Seneca, SC 29172  
Email dmcb@wcc.com Phone Number (s) 804-882-2097
- B. Alternate Contact Name: \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Fax No. \_\_\_\_\_  
Email \_\_\_\_\_  
Phone Number (s) \_\_\_\_\_





**OCONEE CHAMBER**  
ADVANCING BUSINESS CULTURE AND COMMUNITY

<b>Chamber Expansion Project</b>			
		<b>Tourism</b>	<b>Chamber</b>
Ongoing Payroll Expenses 40hrs x \$15/hr x 26 wks)	\$ 13,650.00	\$ 10,920.00	\$ 2,730.00
Flooring and Labor to install	\$ 3,580.00	\$ 2,580.00	\$ 1,000.00
Upgrade office equipment	\$ 1,500.00	\$ 500.00	\$ 1,000.00
Location signage including Visit Oconee Signage	\$ 1,500.00	\$ 1,000.00	\$ 500.00
<b>Total anticipated expenses</b>	<b>\$ 20,230.00</b>	<b>\$ 15,000.00</b>	<b>\$ 5,230.00</b>
ATAX funding	\$ 15,000.00		
Chamber Funds	\$ 5,230.00		
Office Space and Utilities - Westminster	in-kind		

rev. 2.13.24



Dear Parks, Recreation and Tourism Commission,

Enclosed is the ATAX Grant Application for The Oconee County Chamber of Commerce for February 2024. We appreciate your consideration in the past and are hoping to continue the work we have started in Westminster with your support.

Oconee County has become a well-known destination resulting in increased numbers of visitors. As it grows, the Chamber of Commerce continues to expand our efforts to promote tourism through direct and indirect efforts. We have completed most of the foundational work to expand the office and Visitor's Center in Westminster. We are requesting funding to redo the flooring in the office so we can complete the other renovations. We continue to provide a liaison person on staff who lives and works in Westminster. We are working with Visit Oconee and the Town of Westminster to provide a pleasant place for visitors to acquire information on Oconee County in person when in the area or passing through.

I plan to attend one of your upcoming meetings to answer any questions or provide any additional information you may need to adequately consider our request. Please email me at [director@oconeechamber.com](mailto:director@oconeechamber.com) with any questions you may have concerning our application.

Thanks again for your consideration and support,

Dari McBride  
President



February 14, 2024

Dari McBride  
Executive Director  
Oconee Chamber of Commerce  
2 Leas Courtyard Drive  
Seneca, SC 29672

Dear Ms. McBride:

It is with appreciation for the work of the Oconee Chamber of Commerce that I provide this letter of support for your application for Accommodations Tax Funds (ATAX) as you continue to seek opportunities to fund an expanded size and scope of a Visitor Center in Westminster.

There is economic value to the City of Westminster (and all of Oconee County) for the Oconee Chamber to be active in the city and surrounding areas. The work of the Chamber enhances the economic impact of visitors and tourists, which benefits the business community by providing greater access to more customers. More business activity increases sales and use taxes available to the local governments. You play an important role in this cycle of benefits.

In my view from City Hall, since the Oconee Chamber of Commerce has re-established a physical presence in Westminster, the local businesses have benefited from ease of access to you and your staff, the activities you plan and the expertise you bring to the business climate. I have noted the increased foot traffic in City Hall for existing business owners, prospective business owners and those traveling through the area as tourists. No doubt, you assist many in the business community and you create a benefit in all of Oconee County by assisting travelers (tourists) with information about local destinations, including restaurants, shopping and places for overnight stays.

For the decision makers assessing your grant application we encourage them to look favorably and award generously.

Sincerely,  
*Kevin Bronson/vr*  
City Administrator

## Mandy Holbrooks

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**From:** Oconee County Chamber of Commerce <director@oconeechambersc.com>  
**Sent:** Thursday, February 15, 2024 7:43 AM  
**To:** Mandy Holbrooks; Phil Shirley  
**Subject:** ATAX 2024 Feb application  
**Attachments:** 2024 Application.pdf

Good morning

I am attaching the ATAX grant application for us. I will drop off the hard copy later today.

I will also get you the report for March next week – I want to go ahead and get all of that done prior to the PRT Meeting next Thursday.

Please confirm you get this okay – Thanks!

Taking care of business,

**Dari McBride**

President

Oconee County Chamber

864.882.2097



**OCONEE CHAMBER**  
ADVOCATING BUSINESS. CULTIVATING COMMUNITY

**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM  
FOR TOURISM RELATED PROJECTS**

**I. APPLICANT**

A. Name of Organization Rock the Ranch  
B. Address PO Box 11681, Seneca SC 29679

**II. FUNDS REQUESTED**

A. ATAX Funds Requested \$ 9,000  
B. How will ATAX Funds be used? Funds will be used for marketing, entertainment and production costs  
C. Estimated percentage of costs directly attributed to attracting or serving tourists? 38%  
D. Funds furnished by your organization \_\_\_\_\_  
    Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
    Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
    Other Funding X Source Fundraising events  
    Other Funding X Source Local business partnerships

Provide an itemized total budget for your event and an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED**, attach on a separate sheet

**III. NARRATIVE PROJECT DESCRIPTION**

A. Project Title Rock the Ranch Music Festival  
B. Description of project Rock the Ranch is a one day music festival with a purpose to raise money for charity, bringing a sense of community and generating tourist dollars for Oconee County  
C. Who will benefit from this project? Charitable organizations, local hotels, restaurants, vendors and small businesses

**IV. DATES OF PROJECT**

Beginning 01/01/24 Ending 12/10/24

**V. APPLICANT CATEGORY**

Government Entity: \_\_\_\_\_  
 Non-profit Organization: Incorporation date 08/10/16  
Ecclesomyary Organization under IRS Code: IRS # \_\_\_\_\_  
Date of Determination Letter \_\_\_\_\_

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2.15.24

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconee County?

RTP stays to bring top entertainment to draw tourists from surrounding counties and metropolitan areas such as: Asheville, Atlanta, Charlotte, Columbia, etc. With a full day event, out of town guests will need lodging/dining. Interest in the event will encourage visitors to explore more of what Oconee County has to offer.

- A. How many visitors/participants attended the event last year and are anticipated this year?  
2023: 1500 2024: 2000+
- B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?

Last Year estimated 30% (400 guests)  
This Year N/A

- C. How many overnight stays were created by this event last year and are anticipated this year?

Last year: N/A  
This Year: \_\_\_\_\_

- D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

Social media, radio, newspaper, posters/signage

- E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) Photographs attached

- F. What records will be kept during this event to obtain the above demographic data?

(i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) Online ticket sale logs, website hits, social media analytics, accommodations contracts

**VII. AUDIT**

Does your organization perform an independent audit? Yes \_\_\_ No

Name of the Auditor: \_\_\_\_\_

- VIII. Will your project be using any funds from another group that received ATAX funds? No

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.*

A. Contact Name: Kiley King Title Co-founder  
 Signature Kiley King Date 02/13/24  
 Address Po Box 11091 Seale Ga 31769  
 Email KIKY@rockthechurchmusic.com  
 Phone Number (s) 814-710-1141

B. Alternate Contact Name: Kyle Nicholson Title President  
 Signature \_\_\_\_\_ Date 02/13/24  
 Address \_\_\_\_\_  
 Email Kyle@rockthechurchmusic.com  
 Phone Number (s) 814-723-0504

## Rock the Ranch 2024 Budget

Category	2023 Proposed	2023 Actual	2024 Proposed
Entertainment (Bands/Artists)	\$ 22,550.00	\$ 24,531.97	\$ 20,000.00
Drink Vendor	\$ 5,000.00	\$ 4,050.42	\$ 5,000.00
Sound/Light Production	\$ 8,600.00	\$ 8,700.00	\$ 8,700.00
Festival Merchandise	\$ 1,500.00	\$ 6,107.29	\$ 5,000.00
Promotional Banners	\$ 1,000.00	\$ 1,321.05	\$ 1,200.00
Liabilty & Special Event Insurance	\$ 300.00	\$ 451.00	\$ 451.00
Porta Potties	\$ 1,913.84	\$ 2,249.78	\$ 2,250.00
Power Bill	\$ 300.00	\$ 200.00	\$ 300.00
Bike Fencing/Tent Poles	\$ 1,000.00	\$ 912.63	\$ 1,000.00
Poster/Design	\$ -	\$ -	\$ 150.00
Hotel Rooms	\$ 800.00	\$ 1,253.06	\$ 1,200.00
Social Media/Promotions	\$ -	\$ -	\$ 1,200.00
Videography/Photography	\$ 600.00	\$ 800.00	\$ 800.00
Tent	\$ -	\$ -	\$ -
Band Riders/Green Room/Backstage	\$ 300.00	\$ 954.77	\$ 600.00
Sponsor Banners	\$ 100.00	\$ -	\$ 100.00
Ice	\$ 275.00	\$ 887.50	\$ 900.00
Fees/Licenses	\$ 64.50	\$ 213.85	\$ 200.00
Dumpster/Trashcans	\$ 185.00	\$ 185.00	\$ 185.00
Website Monthly Fee & Renewal	\$ 686.88	\$ 612.48	\$ 612.48
Diesel	\$ 75.00	\$ 148.53	\$ 150.00
PO Box Renewal (6 months)	\$ 83.00	\$ -	\$ 83.00
Merch Design	\$ 150.00	\$ 150.00	\$ 150.00
Poster Printing	\$ 200.00	\$ 230.46	\$ 250.00
Fencing	\$ 635.92	\$ 635.92	\$ -
Stage banner	\$ -	\$ 392.27	\$ 400.00
Additional Supplies	\$ -	\$ 764.44	\$ 500.00
<b>Total=</b>	<b>\$ 46,319.14</b>	<b>\$ 55,752.42</b>	<b>\$ 51,381.48</b>

Revenue:	2023
Ticket Sales	\$27,857.22
Beer Sales	\$17,393.00
Merchandise	\$8,303.00
ID Wristbands	\$1,042.00
Starting Till	(\$3,000.00)
Square Fees	(\$425.29)
<b>Total</b>	<b>\$58,020.51</b>

**RTR Partnerships**  
(Local Businesses and Donors) **\$35,100.00**

**Donation to charitable organizations:**

Shriners Children's Greenville	\$12,500.00
Cystic Fibrosis Foundation - SC	\$12,500.00
Alzheimer's Association - SC	\$12,500.00
<b>Total</b>	<b>\$37,500.00</b>



## ATAX Grant Funding Budget

### Entertainment:

Bands/Artists	\$20,000
Band Riders	\$600
Hotel Rooms	\$1,200
<b>TOTAL</b>	<b>\$21,800</b>
ATAX Funding	\$7,000

### Production:

Sound/Light Production	\$8,700
Power	\$300
<b>Total:</b>	<b>\$9,000</b>
ATAX Funding	\$1,500.00

### Marketing:

#### 2024 Budget

Website Fee and Renewel	\$612
Social Media and Promotions	\$1,200
Promotional Banners	\$1,200
Poster Design and Printing	\$500
<b>TOTAL</b>	<b>\$3,512</b>
ATAX Funding	\$500.00



# OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

## I. APPLICANT

A. Name of Organization SOUTH CAROLINA APPLE FESTIVAL, ASSOCIATION  
B. Address PO BOX 206  
WESTMINSTER, SC 29693

## II. FUNDS REQUESTED

A. ATAX Funds Requested \$ 10,000  
B. How will ATAX Funds be used? THROUGH ADVERTISING , TO PROMOTE TOURISM AND AGRICULTURE IN OCONEE CO, SC  
C. Estimated percentage of costs directly attributed to attracting or serving tourists? 85% OF OUR FULL BUDGET  
D. Funds furnished by your organization SCHOLARSHIP PAGEANT & LITTLES PAGEANT TO RAISE MONEY FOR CHARITY  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding HOSPITALITY Source CITY OF WESTMINSTER  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_

Provide an itemized total budget for your event **and** an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED, attach on a separate sheet**

## III. NARRATIVE PROJECT DESCRIPTION

A. Project Title ADVERTISING IN SC  
B. Description of project TO BRING TOURISTS AND LOCAL PERSONS TO THE UPSTATE FOR THE 63rd ANNUAL SC APPLE FESTIVAL  
C. Who will benefit from this project? OCONEE CO SC BUSINESS, TOURISM AND AGRICULTURE

## IV. DATES OF PROJECT

Beginning JULY 2024 Ending SEPTEMBER 2024

## V. APPLICANT CATEGORY

Government Entity: \_\_\_\_\_  
 Non-profit Organization: Incorporation|date 1961  
\_\_\_\_\_ Eleemosynary Organization under IRS Code: IRS # \_\_\_\_\_  
\_\_\_\_\_ Date of Determination Letter \_\_\_\_\_

**RECEIVED**  
2.15.24

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconee County?

THROUGH THE ADVERTISING AND PROMOTION OF OUR LOCAL APPLE GROWERS AND CRAFTERS FROM AROUND THE STATE - WE EXPECT OUR GROWERS AND CRAFTERS TO SEE A PROFITABLE RETURN AND BRING LIGHT AND ATTENTION TO THE UPSTATE AND ALL IT HAS TO OFFER

A. How many visitors/participants attended the event last year and are anticipated this year?  
10k to 15 K / 20 K

B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?  
Last Year 10%  
This Year 20%

C. How many overnight stays were created by this event last year and are anticipated this year?  
Last year : 200  
This Year: 200

D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County?  
MAGAZINE, RADIO, TELEVISION AND SOCIAL MEDIA

E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) PLEASE SEE ATTACHED

F. What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) GUEST LOGS, WEBSITE HITS, ADVERTISING DEMOS PROVIDED BY TV STATIONS AND NEWSPAPER

**VII. AUDIT**

Does your organization perform an independent audit? Yes  No   
Name of the Auditor: H & R BLOCK, SENECA SC

VIII. Will your project be using any funds from another group that received ATAX funds? NO

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.*

A. Contact Name: RENEE S. WOODALL Title SCAF TREASURER  
Signature Renee S Woodall Date 1/30/23  
Address \_\_\_\_\_  
Email renee.woodall@blueridge.coop Fax No. 864-847-2008  
Phone Number (s) 864-903-0638

B. Alternate <sup>DocuSigned by</sup> Contact Name: KAYLA BROWNING Title SCAF PRESIDENT  
Signature Kayla Browning Date 1/30/23  
Address PO BOX 206 WESTMINSTER SC 29693  
Email kbrwng@gmail.com Fax No. 864-647-2008  
Phone Number (s) \_\_\_\_\_

**2024 ITEMIZED ADVERTISING BUDGET**

**PRINT ADS \$4000**

TOCCOA RECORD  
SENECA JOURNAL  
FAIR TOWN TIMES  
SC LIVING MAGAZINE  
CAROLINA FESTIVALS MAGAZINE

**RADIO ADS \$2000**

WNEG  
WGOG  
94.1 THE LAKE  
WLHR

**TELEVISION ADS \$4000**

WHNS FOX 21  
WYFF  
CHANNEL 7

**ALL ATAX MONIES GRANTED WILL BE USED FOR ADVERTISING.**



**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM  
FOR TOURISM RELATED PROJECTS**

**I. APPLICANT**

- A. Name of Organization The Foothills Agricultural Resource and Marketing Center  
B. Address 2063 Sand. Fern Blvd. Seneca SC 29678  
Mail: P.O. Box 130 Richland, SC 29675

**II. FUNDS REQUESTED**

- A. ATAX Funds Requested \$ 12,375  
B. How will ATAX Funds be used? Parking, Directional and Identification signage at the Fair Center  
C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%  
D. Funds furnished by your organization \_\_\_\_\_  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_

Provide an itemized total budget for your event **and** an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED, attach on a separate sheet**

**III. NARRATIVE PROJECT DESCRIPTION**

- A. Project Title Signage - Phase Two  
B. Description of project Upgrade and install new signs to allow for safe and efficient traffic flow on Fair Center grounds.  
C. Who will benefit from this project? Visitors/Tourists attending events at the Fair Center throughout the year.

**IV. DATES OF PROJECT**

Beginning 3-15-24 Ending 5-1-24

**V. APPLICANT CATEGORY**

- Government Entity: \_\_\_\_\_  
 Non-profit Organization: Incorporation date 12/03/2009  
\_\_\_\_\_ Eleemosynary Organization under IRS Code: IRS # \_\_\_\_\_  
\_\_\_\_\_ Date of Determination Letter \_\_\_\_\_

RECEIVED  
2.15.24

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconee County?

Improve visibility of property, directions for events, promotion of assets, resulting in increased attendance for Estlin Center events

A. How many visitors/participants attended the event last year and are anticipated this year?

Over 40,000 throughout the year

B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?

Last Year 43%

This Year 43%

C. How many overnight stays were created by this event last year and are anticipated this year?

Last year: over 250

This Year: over 250

D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

Website, social media, direct marketing, email blast, radio, newspaper

E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)

Evidence is located on website www.farmocnee.org. And Facebook pages for Farm Country Fair and Farmer's Market

F. What records will be kept during this event to obtain the above demographic data?

(i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) Google analytics, waiver and credit card addresses and registration forms

**VII. AUDIT**

Does your organization perform an independent audit? Yes \_\_\_ No

Name of the Auditor: \_\_\_\_\_

VIII. Will your project be using any funds from another group that received ATAX funds? No

**I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.**

A. Contact Name: Stanley Gibson Title Board Chair  
Signature [Signature] Date 2-14-24  
Address P.O. Box 170  
Email sgibscfh@gmail.com Fax No. \_\_\_\_\_  
Phone Number (s) 864-903-1823

B. Alternate Contact Name: Curtis Brock Title Board Member  
Signature [Signature] Date 2-14-24  
Address P.O. Box 170  
Email curtisbrock56@gmail.com Fax No. \_\_\_\_\_  
Phone Number (s) 864-238-4993





# The F.A.R.M. Center

PO Box 130  
Richland, SC 29675

2063 Sandifer Blvd.  
Seneca, SC 29678

## 2024 Signage Budget

Description	Amount
12x Parking Signs 18"x24" & 4x Handicap Parking Signs	\$5,500
Aluminum ID signs for Livestock Barn, Arena, Restrooms, Farmers Market and Ticket Office.	\$6500
Refurbish Existing Livestock/Vendor entrance sign	\$375
Tri Color LED message sign pc programmable (approx. 3' x 8')	\$42,750
<b>Total</b>	<b>\$55,125</b>

Prepared by: Daniel Rothell  
Title: Treasurer  
Date: 2/15/24

72 in  
**TICKET OFFICE**

72 in  
**RESTROOMS**

24 in  
**ARENA**

20 in  
**LIVESTOCK BARN**  
120 in

20 in  
**FARMERS MARKET**  
120 in

**EyeCatcher Signs, Inc.**

15312 Wells Hwy  
 Seneca, SC 29678  
 864-882-7001 Ph & Fax  
 864-557-6357 Mobile

**Estimate**

DATE	ESTIMATE NO.
2/6/2024	1721/160

NAME / ADDRESS
Farm Center Curtis Brock 864-238-4793

P.O. NO.	PHONE NO.	FAX NO.

DESCRIPTION	QUANTITY	COST	Total
12 EXIT signs, 12 Parking signs & 4 Handicap Parking signs (18"x24" with Metal A-Frame stands)	1	5,500.00	5,500.00T
One sided aluminum ID signs LIVESTOCK BARN, ARENA, RESTROOMS, FARMERS MARKET, TICKET OFFICE, and DIRECTIONAL SIGNS, 2 of each approx 20" tall x 6-10' depending on copy.	1	6,500.00	6,500.00T
Refurbish existing Livestock Vendor entrance sign.	1	375.00	375.00
Tri Color LED Message sign pc programmable (approx size 3x8')	1	42,750.00	42,750.00T
Installation is included on the LED message sign but not the other signs. These prices reflect a package deal price and may not be separated without an order change. Please contact EyeCatcher Signs if you have any questions. These prices are good for 14 days.		0.00	0.00T

Estimate per request	<b>Subtotal</b>	\$55,125.00
	<b>Sales Tax (8.0%)</b>	\$3,285.00
	<b>Total</b>	\$58,410.00

*original to Curtis 2/6/24*



# OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

## I. APPLICANT

- A. Name of Organization: Oconee Conservatory of Fine Arts dba Upstate Heritage Quilt Trail (UHQT)  
B. Address: P.O. Box 482 Seneca, SC 29679

## II. FUNDS REQUESTED

- A. ATAX Funds Requested \$ 1,700  
B. How will ATAX Funds be used? Funds will be utilized to attract visitors to Oconee County and to increase visitations to destinations on the Quilt Trail.  
C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%  
D. Funds furnished by your organization \$ to be determined  
    Matching Grant \$1,000      Source Anderson County ATAX grant 2023  
    Matching Grant \$1,000      Source City of Anderson ATAX grant 2023  
    Other Funding \$ \_\_\_\_\_      Source \_\_\_\_\_  
    Other Funding \_\_\_\_\_      Source \_\_\_\_\_

Provide an itemized total budget for your event **and** an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED, attach on a separate sheet**

## III. NARRATIVE PROJECT DESCRIPTION

- A. Project Title Promotion of UHQT and Interpretive Signage for Quilt Panels

B. Description of project UHQT is requesting assistance with the development and placement of signage at Oconee County sites in this grant cycle. Support in the continuation of the production and distribution of UHQT rack cards, SC state rack cards and App card is also requested. Computer support is requested in the areas of UHQT website, social media promotions, email promotions, local tours app, domain fees and programs that enhance the marketing plan.

C. Who will benefit from this project? The UHQT promotes tourism throughout the upstate by collaborating with sites and entities in Oconee County. We offer tours of the trail that include visits to a variety of sights that offer opportunities for participants to interact with local businesses, historic venues and adventure spots. We attempt to employ local professionals whenever possible.

## IV. DATES OF PROJECT

Beginning March 2024      Ending September 2024

## V. APPLICANT CATEGORY

- Government Entity: \_\_\_\_\_  
X Non-profit Organization: Incorporation date 11/15/2004  
Eleemosynary Organization under IRS Code: IRS # \_\_\_\_\_  
Date of Determination Letter \_\_\_\_\_

**RECEIVED**  
2.15.24

## VI. DEMOGRAPHIC DATA

How will the project influence tourism in Oconee County?

The Upstate Heritage Quilt Trail attempts to sponsor quilt panels at strategic locations throughout the county that are linked with sites that would be of interest to visitors. Business areas in our local towns, historic sites, art venues and outdoor experience sites are all part of the focus to provide another experience to visitors who travel to view the trail. During the last grant cycle, we began a collaboration with the Foothills Farmstead Living History project. The Oconee studio created panels from a Schoolhouse quilt that were donated to the project in Oakway and, when installed, will be added to the UHQT website and trail. We have just started the process of meeting and planning with the group that is spearheading the Black History Trail and hope to be able to dovetail our art, inspired by Black women quilters, to add an individual touch to their project. Utilizing an historic quilt and honoring the woman that created it adds a personal and intimate story to the overall history.

- A. How many visitors/participants attended the event last year and are anticipated this year? As the quilt trail is a self-conducted experience, we gauge our participants on analytics from the website, Facebook, and other social media sources.
- B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?  
Last Year \_\_\_\_\_  
This Year \_\_\_\_\_
- C. How many overnight stays were created by this event last year and are anticipated this year?  
Last year : \_\_\_\_\_  
This Year: \_\_\_\_\_
- D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County? We will continue to provide marketing materials to the SC Welcome Centers throughout the entire state. We also keep our website up to date with links to local businesses, chambers of commerce, arts and historic venues and events. Our App card is available at all SC Welcome Centers and visitors centers through the state and includes walking tours of Westminster and Walhalla.  
The UHQT Facebook page is another outreach effort that informs our followers of new additions to the trail and local events. Carolina Arts News post new additions on their blog as well as upcoming events. Upcountry South Carolina Magazine has increased our presence in their publication by increasing our listings from 2 to 4 categories based on the specific county listings as well as a Tours category. UHQT has also been invited to return to Greenville's Mancuso Quilt Show in May of 2024. This event brings visitors from the greater Southeast of the US.  
We participate in all local quilt shows throughout the region to the greatest extent allowed. Both Anderson Quilt Guild and Upcountry Guild in Pickens have allowed UHQT to man booths in the vendors' areas where we can engage with the public, disburse our marketing products and demonstrate our painting, which draws many participants into the booth.  
The African American experience is a very important addition to the total picture of our area's history that will draw many visitors to the area that may have family roots here. These types of projects will bring a new group of visitors into the Upstate. We are honored to be considered to be a part of this effort.
- E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) See attachments
- F. What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising Demographics), All three studios maintain guest logs for visitors. Phone logs are maintained and

frequently contacted . UHOT monitors the distribution of Rack cards and App cards on a regular basis, staying in contact with the SC Welcome Centers and their needs. Website hits, demographics and analytics are closely monitored.

**VII. AUDIT**

Does your organization perform an independent audit? Yes \_\_\_ No X

Name of the Auditor: \_\_\_\_\_

**VII.** Will your project be using any funds from another group that received ATAX Funds? No

***I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.***

A. Contact Name: Cynthia Blair Title: BOD Chair Signature Cynthia Blair

B. Date: 2/13/24 Address: PO Box 482, Seneca, SC 29679

C. Phone Number (s) 864-723-6603 or 864-973-3391

D. Alternate Contact Name: \_\_\_\_\_ Title \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_ Fax No. \_\_\_\_\_

Phone Number (s) \_\_\_\_\_

**UHQT MARKETING BUDGET 2024**

<b>LINE ITEM</b>	<b>UHQT ANNUAL BUDGET</b>	<b>OCONEE COUNTY ATAX REQUEST</b>
<b>Marketing Budget Line Items</b>	<b>2024</b>	<b>March 2024 - Sept. 2024</b>
<b>Computer Marketing Resources</b>		
1 yr. Adobe PDF converter fee	\$ 240.00	\$ 60.00
1 yr. Website maintenance	\$ 265.00	\$ 66.00
1 yr. Freemius Independent Analytics	\$ 55.00	\$ -
Wordfence License renewal	\$ 99.00	\$ -
<b>Subtotal</b>	<b>\$ 659.00</b>	<b>\$ 126.00</b>
<b>Promotion</b>		
Rack Cards UHQ - 10,000 cards	\$ 710.00	\$ 90.00
Postage - rack cards	\$ 35.00	\$ 5.00
Upcountry Directory Tours Promo - 5000 app cards	\$ 295.00	\$ 36.00
Postage - app cards promotion	\$ 212.00	\$ 25.00
Upcountry SC Ad	\$ 150.00	\$ 50.00
SCQG Web Ad (SC Quilters Guild)	TBD	\$ -
Blue Ridge Magazine/Digital Ad	TBD	\$ -
<b>Subtotal</b>	<b>\$ 1,402.00</b>	<b>\$ 206.00</b>
<b>Web-based App &amp; Social Media Marketing</b>		
Pocket Sights - Annual fee Tour App	\$ 249.00	\$ 63.00
Copy writer for App development and updating - 30 hours	\$ 750.00	\$ 185.00
Social media marketing boosts	\$ 525.00	\$ 130.00
<b>Subtotal</b>	<b>\$ 1,524.00</b>	<b>\$ 378.00</b>
<b>Interpretive Signage</b>		
Sign #264 -- Collins Children's Home	\$ 90.00	\$ 90.00
Signs # 5, 30, 45, 49, 53, 54, 66, 72, 135, 201	\$ 900.00	\$ 900.00
<b>Subtotal</b>	<b>\$ 990.00</b>	<b>\$ 990.00</b>
<b>TOTAL MARKETING BUDGET</b>	<b>\$ 3,675.00</b>	<b>\$ 1,700.00</b>



**81/1/2023 – 1/24/24 Demographics**

**Facebook followers**

1,824

**Instagram followers**

959

**Age & gender**

**Face Book Women Men**

Women 93.7

Men 6.3

	18-24	25-34	35-44	45-54	55-64	65+
Women	0.3	2.7	5.7	14.3	24.6	46.1
Men	0	0.3	0.6	1.6	1.5	2.3

**Instant gram Women Men**

Women 81.2

Men 18.8

	18-24	25-34	35-44	45-54	55-64	65+
Women	0.9	9.1	18.7	18.5	20.3	13.7
Men	0.1	3	5.7	5.4	2.7	1.9

**Face Book Top cities**

1. Seneca, SC 3.9%
2. Walhalla, SC 3%
3. Westminster, SC 2.8%
4. Anderson, SC 2.6%
5. Easley, SC 1.8%
6. Oakway, SC 1.4%
7. Pendleton, SC 1.2%
8. West Union, SC 1.1%
9. Pickens, SC 1%
10. Six Mile, SC 1%

**Instant Gram Top cities**

Walhalla, SC 8.8%

1. Seneca, SC 7.9%
2. Clemson, SC 4.4%
3. Westminster, SC 3.8%
4. Oak Way, SC 2.7%

Top countries 1.	United States 100.5%, 2.	Canada 1.2%
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## 8/1/23 – 1/24/24 Face Book Marketing

### Reach

Facebook reach

10,932

50.8%

Instagram reach

1,370

324.1%

### Visits

Facebook visits

923

39.6%

Instagram profile visits

165

50%

### New likes and follows

Facebook Page new likes

57

8.1%

New Instagram followers

62

72.2%

## Ad trends

Paid reach ⓘ

10,624 ↑ 1.3K%

Paid impressions ⓘ

12,447 ↑ 274.1%

A

d trends



Upstate Heritage Quilt Trail

# Our App on Your phone!

Download the PocketSights Tour Guide mobile App  
self-guided tours on your GPS-enabled mobile device



Upstate Heritage Quilt Trail

The UHQT's web site at [www.uhqt.org](http://www.uhqt.org)  
provides stories about each quilt and history.

Our interactive map guides you to select  
your route to over 200 sites.

The Tour app provides a guide to the  
Cities of Anderson, Pickens, Walhalla,  
and Westminster, SC.

Download the PocketSights Tour Guide  
mobile app from the Apple Store or  
GooglePlay on your GPS-enabled mobile device.  
Search the app using "City of" Anderson,  
Pickens, Walhalla, or Westminster,  
and choose the UHQT tour for the city  
you want to visit.






UpState Heritage Quilt Trail  
Post Office Box 333  
Walhalla, SC 29691



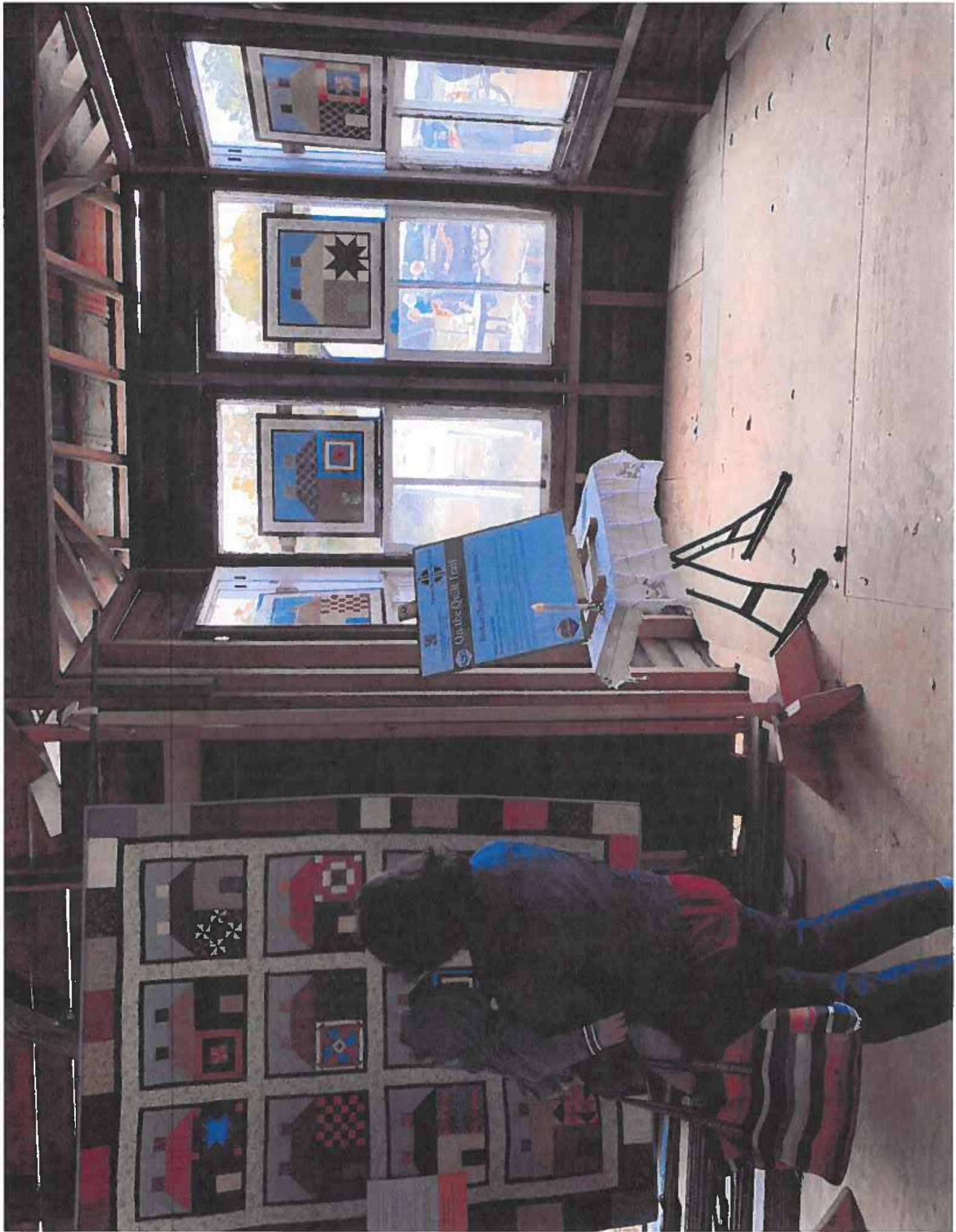
Sponsored by ATAX Commissions of  
Oconee, Pickens, and Anderson Counties

# Tour Analytics

📅 September 4, 2023 - February 2, 2024 ▾

Tour	Tour Views	Tours Taken	Virtual Taken	Tour Likes	Tour Dislikes	Place Views	Place Visits	Link Clicks	Phone Clicks	Email Clicks	Emails Sent	Mailing List	Donation Clicks	Embed Views
	25	1				43	4							20
	23	1		1		0	1	3						14
	24	2				141	9	4						67
	18							1						77
	36							1						23





On the Quilt Trail





**OCONEE COUNTY ATAX GRANT  
APPLICATION FORM  
FOR TOURISM RELATED PROJECTS**

**I. APPLICANT**

A. Name of Organization Walhalla Performing Arts Center  
B. Address 101 E.N. Broad St  
walhalla, SC 29691

**II. FUNDS REQUESTED**

A. ATAX Funds Requested \$ 12k  
B. How will ATAX Funds be used? Advertising winter/spring 2024  
C. Estimated percentage of costs directly attributed to attracting or serving tourists? \_\_\_\_\_  
D. Funds furnished by your organization \$70k  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Matching Grant \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_  
Other Funding \_\_\_\_\_ Source \_\_\_\_\_

Provide an itemized total budget for your event and an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED, attach on a separate sheet**

**III. NARRATIVE PROJECT DESCRIPTION**

A. Project Title Winter-Spring advertising budget  
B. Description of project covering all aspects of marketing + advertising for 2024 season  
C. Who will benefit from this project? upstate SC, along with 2 neighboring states, and WPAC patrons!

**IV. DATES OF PROJECT**

Beginning 3/24 Ending 7/24

**V. APPLICANT CATEGORY**

Government Entity: \_\_\_\_\_  
 Non-profit Organization: Incorporation date 1993 501 (c)(3)  
\_\_\_\_\_ Eleemosynary Organization under IRS Code: IRS # \_\_\_\_\_  
\_\_\_\_\_ Date of Determination Letter \_\_\_\_\_

**RECEIVED**  
2.15.24

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconee County?

In 2017 we will produce 90+ shows at the WPAC, with over 50% patrons from outside OC.

A. How many visitors/participants attended the event last year and are anticipated this year?

35k++

B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?

Last Year 35k++

This Year 40k++

C. How many overnight stays were created by this event last year and are anticipated this year?

Last year: \_\_\_\_\_

This Year: visit Oconee

D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

Brochures, website, digital-social media, radio, newspaper

E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) None

F. What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) Audience View Ticketing Service

wothella@pac.com

**VII. AUDIT**

Does your organization perform an independent audit? Yes  No

Name of the Auditor: H & R Block Seneca

VIII. Will your project be using any funds from another group that received ATAX funds? no

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.*

A. Contact Name: Wah Thompson Title WPAC Director  
Signature Wah Thompson Date 7/17/17  
Address 101 E.W. Road St Wothella, SC 29691  
Email wah@wotac.com Fax No. \_\_\_\_\_

Phone Number (s) 804-991-7248 804-638-5277

B. Alternate Contact Name: \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_  
Email \_\_\_\_\_ Fax No. \_\_\_\_\_  
Phone Number (s) \_\_\_\_\_





# WALHALLA

## PERFORMING ARTS CENTER

EST. 1993

**Walhalla Performing Arts Center**

PO Box 523

Walhalla, SC 29691

864-638-5277

Walhallapac@gmail.com

### **WPAC 2024 Media & Advertising Budget**

#### **Radio**

iHeart Media, Greenville SC (covering the complete upstate)- \$2,000 Monthly/ \$24,000 annually.

WGOG 101.7 & The Lake 94.1- \$1,200 monthly/  
\$14,400 annually.

#### **Newspaper**

The Journal (covering all of Oconee County) includes Scuttlebutt and Visit Oconee Tour Guide- \$1,200 monthly/ \$14,400 annually.

#### **Facebook**

Social Media Advertising- \$600 monthly/ \$7,200 annually.

#### **Website**

Drum Creative- \$500 monthly/ \$6,000 annually.

#### **Brochures**

Design and build by WPAC and The Journal- \$3,000 half season/  
\$6,000 annually.

#### **WPAC Logoed Concert Cups**

Design and build by WPAC and Whirley DrinkWorks- \$3,000 half  
season/ \$6,000 annually.

#### **Keowee Creative**

Marketing/Social Media- \$1,200 monthly/ \$14,400 annually.

**Total Advertising Cost- \$92,400.**

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***THE WPAC – Where Entertainment and History Come Together***

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The Washburn Performing Arts Center is a non-profit organization qualified to receive tax-deductible gifts under IRS code section 501(c)(3). The facility is listed on the National Register of Historic Places.

**MAY 2024**



Saturday, May 11 @ 7:30 pm  
**BLACK JACKET SYMPHONY:**  
STAY TUNED FOR MORE INFO!



Friday, May 17 @ 7:30 pm  
**DARREN NICHOLSON & SHAWN LANE:**  
AWARD WINNING BLUEGRASS & ROOTS MUSIC DUO



Saturday, May 18 @ 7:30 pm  
**THE OLIVIA SHOW:**  
CELEBRATING THE MAGIC, MUSIC & MEMORY OF OLIVIA NEWTON-JOHN



Friday, May 24 @ 7:30 pm  
**ZOSO:**  
THE ULTIMATE LED ZEPPELIN EXPERIENCE

*Proud Sponsors of  
Walhalla Performing Arts Center*



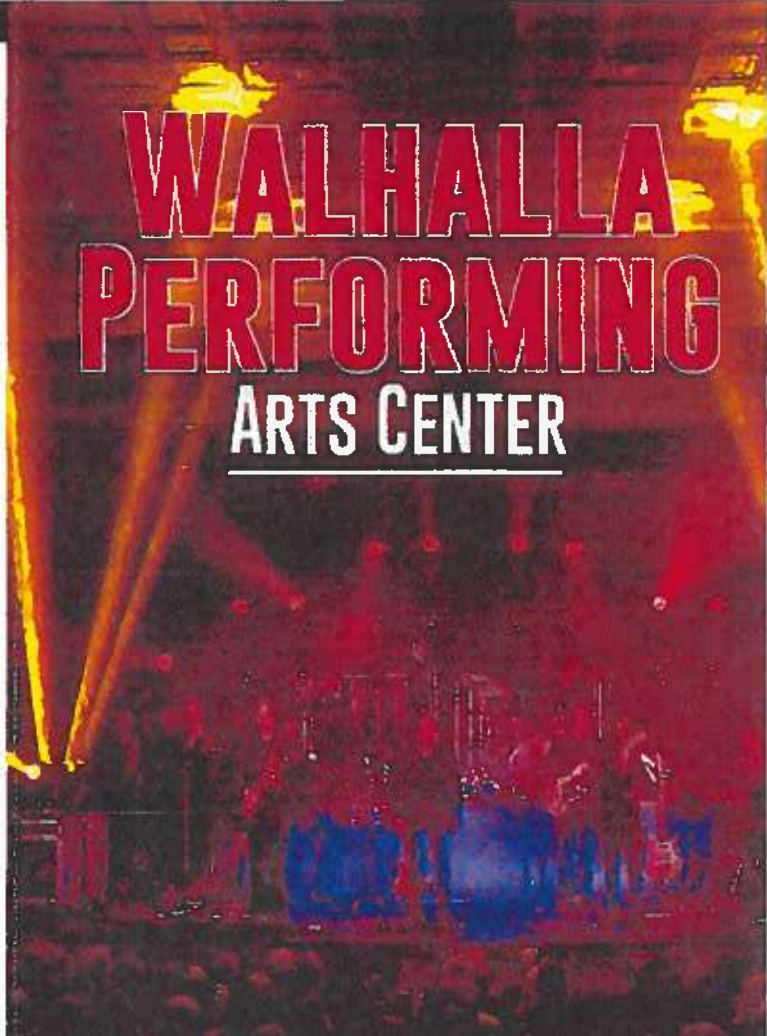
*We know what matters.*



**THE JOURNAL**

*Funding has been provided by the Oconee County ATAX Committee through the Oconee County Council.*

# WALHALLA PERFORMING ARTS CENTER



## 2023 - 2024 Upcoming Events

*Come see the best local & up-and-coming musicians at the area's live music center.*

**For Tickets & Information:**

**WalhallaPAC.com**  
**864-638-5277**  
**#WalhallaPAC**

*Schedule subject to change.*

101 East North Broad St.,  
Walhalla, SC 29691



*Performing Arts Center of the Mountain Lakes Region*

*The Walhalla Performing Arts Center is a non-profit organization qualified to receive tax-deductible gifts under IRS code section 501(c)(3).*



# OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

## I. APPLICANT

A. Name of Organization Westminster Music Centre

B. Address 224 E Main St, Westminster SC 29693

## II. FUNDS REQUESTED

A. ATAX Funds Requested \$ 10,000

B. How will ATAX Funds be used? Produce and Promote and our 4-times-a-year concert series

"Music on Main" which brings in over 500 people per event from all around the region to downtown Westminster. See attached project description for detail

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 100%

D. Funds furnished by your organization	<u>20,000</u>
Matching Grant	Source <u>53,000 Beverage Sales &amp; Guitar Raffle &amp; VIP tickets</u>
Matching Grant	Source _____
Other Funding <u>10,000</u>	Source <u>City/County/State Grants</u>
Other Funding <u>7,000</u>	Source <u>Business/Personal Sponsorship</u>

Provide an itemized total budget for your event **and** an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED, attach on a separate sheet**

## III. NARRATIVE PROJECT DESCRIPTION

A. Project Title 2024 Music on Main

B. Description of project Please see attached Description and Benefits

C. Who will benefit from this project? \_\_\_\_\_

## IV. DATES OF PROJECT

Beginning 1/1/24 Ending 12/31/24

## V. APPLICANT CATEGORY

Government Entity: \_\_\_\_\_

Non-profit Organization: Incorporation date 9/19/16 EIN: 81-2463067

Eleemosynary Organization under IRS Code: IRS # \_\_\_\_\_

Date of Determination Letter \_\_\_\_\_

**RECEIVED**  
2.12.24

**VI. DEMOGRAPHIC DATA**

How will the project influence tourism in Oconee County?

Please see attached description for tourism influence

- A. How many visitors/participants attended the event last year and are anticipated this year?  
2000+ last year, 3000+ this year
- B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?  
Last Year 40%  
This Year 40%
- C. How many overnight stays were created by this event last year and are anticipated this year?  
Last year 10%  
This Year: 10%
- D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County?  
Online marketing: (google/facebook/instagram ads, website), newspaper advertising, billboard, radio ads, monthly newsletter
- E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners)  
photographs of parking lots, letters from local business owners & vendors, attendee testimonial (comment cards, emails)
- F. What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) Website & Social Media analytics, newspaper/radio demographics, newsletter clicks, comment cards

**VII. AUDIT**

Does your organization perform an independent audit? Yes \_\_\_ No    
Name of the Auditor: \_\_\_\_\_

**VIII.** Will your project be using any funds from another group that received ATAX funds? No

*I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.*

A. Contact Name: BJ Callahan Title Interim Director  
 Signature: [Signature] Date 2-10-21  
 Address 129 Greenfield Rd Westminster SC 29693  
 Email bnkymusic@gmail.com Fax No. \_\_\_\_\_  
 Phone Number (s) 8642803779

B. Alternate Contact Name: Randy Roberts Title Board President  
 Signature: [Signature] Date 2-10-21  
 Address 224 E Main St Westminster SC 29693  
 Email randy.roberts.sco@gmail.com Fax No. \_\_\_\_\_  
 Phone Number (s) 7704024199

Music on Main Budget - 2024		
Item	Cost	Vendor
<b>Performance</b>		
Headliner Band x4	12,000	WMC
Opening Band x4	3,000	WMC
Meals (Band & Staff)	1200	On-Site Food Vendors Catering
Hospitality	1000	WMC
<b>Total Band Budget</b>	<b>17,200</b>	
<b>Production</b>		
Stage Rental	0	City of Westminster partnership
Production Coordinator + assistant	4,000	WMA director & subcontract labor
Sound/Light equipment	200	WMC & FNKY Music
GL/Board Annual Insurance	1500	Johnson & Johnson via Insurance Works, Westminster
Event Insurance (GL/liquor)	1,250	Specialty Advantage (via Acord)
On-site Security	800	Off Duty City Police Officer
<b>Total Production</b>	<b>7,750</b>	
<b>Marketing</b>		
Website hosting/plugins	600	Godaddy
Social Media ads	1500	Facebook, Instagram
Newspaper ads	3200	Daily Journal
Radio ads	1500	WSNW, WGOG, WNCW
Billboard	1000	
printed flyers, postcards	1000	Print It
<b>Total Marketing</b>	<b>8800</b>	
<b>Annual Budget</b>	<b>33,750</b>	

## Westminster Music Centre

2.10.24

### Fall 2023 ATAX Grant Request Addendum

#### Project Description:

The Westminster Music Centre, a registered 501c3, has renewed our commitment to organizing and promoting “Music on Main” which is a 4 times per year, family-friendly, free concert series. This concert series aims to further the mission of the Music Centre, which is to *promote the joys of live music to our community*. Furthermore, this event is intended to generate tourism to Oconee County, and help further establish and maintain Oconee County and City of Westminster as a destination for our region due to the high quality music and family environment we seek to create and foster at these events. Our goal for 2024 is to grow to an attendance of 1000+ per event. In 2021, our first year back hosting events in the wake of the pandemic, we hosted 2 Music on Main events, the 2<sup>nd</sup> of which grew to an estimated 200 attendees. In 2022, we produced 4 events, with an average attendance of 300, with majority of attendees coming from outside of city, and many from outside of the county (and even state!). In 2023, with help from ATAX funds, we held 4 successful events, with an average attendance closer to 500.

These events are free to the public, but do require significant financial inputs in order to fulfill our commitment to the high quality of music we have set for ourselves, as well as the standard of patron experience we seek to achieve. Our Spring 2024 events are scheduled for April 20<sup>th</sup> and May 18<sup>th</sup> (fall dates TBD). We hope to host 4 events in similar timeframes every year moving forward. We also partner with and support other local organizations with similar missions of music promotion and tourism generation.

The Music Centre is volunteer run, aside from our one part-time director who manages the day-to-day operations. Our volunteer board of directors not only generously give of their time to make Music on Main a success, but each has also made financial contributions to ensure our future success, showing a commitment to the greater mission. In 2020, we made the difficult, but necessary, decision to leave our home at 101 W Main St, to pursue our new sustainable future in 224 E Main St. The remodel of this location is slowly (but surely) moving forward. In the meantime before we are ready to once again host indoor, ticketed events, we have committed to continuing the Music on Main concert series for 2024 and



(hopefully) beyond! The funds requested for this grant will be used exclusively to help fund the production and promotion of Music on Main, which is a free event open to the public.

There are significant costs associated to continuing this concert series, and that is what we are asking for help with in this grant. We have committed to booking national and regional level original talent for our headliner bands, while also committing to booking up-and-coming local talent for the opening slots. This ensures a high quality of music for the concerts, but it also allows for us to be recognized in a much more visible way to the greater region. As such, we have expanded our marketing efforts far beyond Oconee County, and these grant funds will allow us to continue to expand the reach of our marketing. This greatly increases the potential attendance draw to outside of our direct local community and helps make Oconee County a destination for tourism from around the region.

In addition to the high quality bands we book for Music on Main, we also have many other attractive and family-friendly elements: a "classic car cruise in" with over 100 classic cars each event, food trucks, arts & crafts vendors, and a beverage stand, which is our one main avenue for raising funds. In 2022, we also instituted a Guitar raffle and VIP experience, which served as further self-generated revenue. The rest of the operating funds come via the generous support of local businesses and individuals who are passionate about bringing live music to Westminster. Grant funding at the local, county and state level are therefore very important in helping to continue and grow Music on Main and ensure that it will not only exist for years to come, but will flourish and expand as work to make this concert series a destination event for our community and those in the greater region.

Thanks sincerely for your consideration,

BJ Callahan

Interim Director, Westminster Music Centre



# OCONEE COUNTY ATAX GRANT APPLICATION FORM FOR TOURISM RELATED PROJECTS

## I. APPLICANT

A. Name of Organization Wild Hearts Equine Therapeutic Center, Inc.

B. Address 598 Wild Hearts Way, Seneca, SC 29978

## II. FUNDS REQUESTED

A. ATAX Funds Requested \$ \$11,853.00

B. How will ATAX Funds be used? These funds will help us complete our commercial kitchen in our new educational classroom at our covered arena. We will purchase kitchen cabinets, countertops, a dishwasher and an over the oven Microwave.

C. Estimated percentage of costs directly attributed to attracting or serving tourists? 75%  
We will have a gas line installed as well as the installation of our already purchased new gas stove. This was purchased by Wild Hearts from a scratch and dent outlet. The other 25% is staff usage for trainings & lunches.

D. Funds furnished by your organization \$24,000.00

Matching Grant _____	Source _____
Matching Grant _____	Source _____
Other Funding _____	Source _____
Other Funding _____	Source _____

Provide an itemized total budget for your event **and** an itemized budget only reflecting how ATAX funds will be spent. **THIS IS REQUIRED, attach on a separate sheet**

## III. NARRATIVE PROJECT DESCRIPTION

A. Project Title EDUCATION AND TRAINING ROOM KITCHEN COMPLETION

B. Description of project Commercial kitchen fitted for local restaurant chefs who will be contracted to prepare meals included in educational events. This will be the partial completion of phase 2 of our educational buildout. For our February and March clinics, Preet and Mayberry's will be catering some of the meals and Alazan Mexican Restaurant is providing 5 days of food truck lunch options.

C. Who will benefit from this project? Tourists coming to Wild Hearts to take part in our educational clinics from world-renowned educators such as Mark Raahid, Carla Bell, Keri Lake, and Kyle Dem. We will be offering catering from area restaurants (see above). Also staff and volunteers will benefit on a weekly basis having a place to eat lunch breaks.

## IV. DATES OF PROJECT

Beginning 4/1/2024

Ending 7/1/2024

## V. APPLICANT CATEGORY

Government Entity:

x Non-profit Organization: Incorporation date 7/2/2015

Eleemosynary Organization under IRS Code: IRS # \_\_\_\_\_

Date of Determination Letter June 8, 2016, Retrospective to July 2, 2015



## VI. DEMOGRAPHIC DATA

### How will the project influence tourism in Oconee County?

Completing the kitchen area of our Equine Education & Enrichment Center will allow the area restaurants we contract with to prepare and serve food for each of our educational clinics we offer throughout the year. The completion of this phase will continue to allow us to offer various types of training that will attract people from all over the country. This will create overnight guest stays at hotels, B&B's, campgrounds, and VRBO's all over the county and will create restaurant traffic as well as shopping. At this time, we have registrations of participants from as far away as CA, VT, GA, NC, VA, and FL as well as many from various areas of SC.  
This year, we are contracting with Presto, Mayberry's and Alazan to provide lunches at the clinics.

A. How many visitors/participants attended the event last year and are anticipated this year?  
With all events last year, we estimate that over 300 people attended the clinics and Elevate Live Concert series. We are anticipating over 450 people will attend our 2024 clinics and events.

B. How many of the visitors/participants were from beyond a 50 mile radius of Oconee County last year and are anticipated this year?

Last Year 60%

This Year 85%

C. How many overnight stays were created by this event last year and are anticipated this year?

Last year: 75

This Year: 125-150 (with multiple educational events planned throughout 2024)

D. How do you plan to advertise this event beyond a 50 mile radius of Oconee County?

Through our website and social media, educator websites and social media, email messaging, newsletter. This year our educators are coming from Colorado, California, North Carolina, Utah, and Wisconsin. All who have massive amounts of followers who travel to continue their learning.

E. What other documentation can you provide demonstrating this event promotes Tourism in Oconee County? (i.e. photographs, letters from local chambers of commerce, restaurants, shop or accommodations owners) Photo graphs, log of attendees and advertisements.

F. What records will be kept during this event to obtain the above demographic data? (i.e. guest logs, phone logs, accommodations contracts, website hits, advertising demographics) We keep guest logs and have places for participants to record where they travel from, where they are staying while in town and all the restaurants and shops they patronize while in town.

## VII. AUDIT

Does your organization perform an independent audit? Yes  No

Name of the Auditor: \_\_\_\_\_

VIII. Will your project be using any funds from another group that received ATAX funds? We will not.

***I have read the guidelines for the Oconee County Accommodations Grant Request and do hereby agree to comply with all rules and requirements. I understand failure to comply may result in a loss of funding for the project or ineligibility of future grants. I will complete interim reports every 180 days and a final report no more than 60 days from completion of the project. All information required for final reporting MUST be detailed when project is complete.***

A. Contact Name: Jenine Harfley Title Director of Operations  
Signature: [Signature] Date: 2/13/24  
Address: 598 Wild Hearts Way, Seneca, SC 29678  
Email: Jenine@wildheartssequinetherapy.org Fax No. \_\_\_\_\_  
Phone Number (s): 719-510-2383

B. Alternate Contact Name: Jessica Fry Title Chief Executive Officer  
Signature: [Signature] Date: 2/13/24  
Address: 598 Wild Hearts Way, Seneca, SC 29678  
Email: Jessica@wildheartssequinetherapy.org Fax No. \_\_\_\_\_  
Phone Number (s): 864-991-9183



# WILD HEARTS

**Equine Therapeutic Center, Inc.**

598 Wild Hearts Way, Seneca, SC 29678

[www.wildheartsequinetherapy.org](http://www.wildheartsequinetherapy.org)

864-991-9163

## EDUCATION & ENRICHMENT CENTER

### KITCHEN FINISH BUDGET

All materials sourced locally

Quotes attached

Materials listed below are those required to finish the kitchen in our Education and Enrichment Center. A refrigerator has been donated and a new, scratch & dent stove purchased for \$275. The shell of the kitchen was finished along with the rest of the classroom.

The kitchen area is 16x10' = 160 sf. At \$150/square foot, we've invested over \$24,000 into the kitchen area to date.

Following is our budget for completing the kitchen area.

ITEM	COST
Yoder's Building Supply-kitchen cabinets*	\$ 4,475
Yoder's Building Supply-kitchen countertops*	\$ 1,700
Lowes Home Improvement - Microwave	\$ 279
Lowes Home Improvement - Dishwasher	\$ 499
Smucker Mechanical - Gas Line & Appliance Installation	\$ 4,700
<b>TOTAL</b>	<b>\$ \$11,653</b>

\*Materials provided at cost



# WILD HEARTS

Equine Therapeutic Center, Inc.

598 Wild Hearts Way, Seneca, SC 29678

www.wildheartsequinetherapy.org

864-991-9163

Toal Project Budget  
EDUCATION & ENRICHMENT CENTER BUILDOUT BUDGET  
Most materials sourced locally  
Quotes attached

Yoder's Building Supply-lumber & materials*	\$ 22,829
Yoder's Building Supply-windows*	\$ 1,593
Yoder's Building Supply-doors*	\$ 1,635
Yoder's Building Supply-kitchen cabinets*	\$ 4,060
Tucker Materials-drywall supplies*	\$ 5,896
Lowe's Home Improvement-kitchen appliances**	\$ 2,350
Lowe's Home Improvement-bathroom fixtures**	\$ 3,154
Lowe's Home Improvement-plumb/elec** (est)	\$ \$3,000
Lowe's Home Improvement-Mini-Split Heat/Air \$1,738ea x 10**	\$ ***17,380
<b>TOTAL</b>	<b>\$ 61,897</b>

All labor donated/volunteer

\*Materials provided at cost

\*\*Lowe's MVP member discount plus additional materials discount up to 20%

- Tucker Materials estimate based on ¼ of the work already completed for \$1,474
- Lowe's Home Improvement plumbing and electrical estimate based on materials required to install electrical and plumbing
- Mr. Cool Mini-Split HVAC system estimate based on Lowe's pricing for 10 units

## BUDGET FOR AWARD USE

\*\*\*If awarded any funds toward this project, we would direct those funds toward the \$17,380 cost of the heating and air conditioning units.



YODER'S BUILDING SUPPLY, INC.  
 PO BOX 318  
 FAIR PLAY, S.C. 29643  
 (864) 972-3003  
 Fax (864) 972-9328

Quote:  
**Cabinets**

Cabinet Designer:  
**Jefferson Harms**

**Customer Section**

Customer Name: Wild Hearts Equine Therapy Center Date: February 5, 2024  
 Job / Location: 598 Wild Hearts Way, Seneca, SC 29678

Manufacturer: Kraftmaid VANTAGE  
 Construction: Plywood construction; dovetailed drawers  
 Drawer Runners: Full-extension, undermount, soft-close glides  
 Door Hinges: Concealed, soft-close

**Room Detail Section**

ROOM: Education Room  
 Door Style: Lyndale - HALF Overlay - veneer recessed panel w/ SLAB drawer front  
 Wood Type: Maple  
 Finish: Stain TBD  
 Base Cabinet Dimensions: H = 34 1/2" D = 24"  
 Knobs/Pulls: Hardware Resources allowance - (ELEMENTS Collection)  
 Other Trim Pieces: Scribe

Room	Items and Options	Prices	Installation
Break Room	Cabinets & Hardware	\$4,475.00	INCLUDED
<b>Total:</b>		<b>\$4,475.00</b>	

**Customer Order / Confirmation Section**

To confirm order as listed above, please sign below and return to Yoder's Building Supply.  
 Any changes in measurements or revisions by customer may reflect a change in pricing.  
 An 80% deposit is required to place order with final 20% balance payable upon completion.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*All prices quoted are valid for 30 days*



YODER'S BUILDING SUPPLY INC  
 PO BOX 318  
 FAIR PLAY S C 29641  
 (864) 972-3003  
 Fax (864) 972-9328

Quote:  
**Countertops**

Designer:  
**Jefferson Harms**


**Customer Section**

Customer Name: Wild Hearts Equine Therapy Center Date: January 29, 2024  
 Job / Location: 598 Wild Hearts Way, Seneca, SC 29678

**Room Detail Section -**

ROOM: Education Room

Countertop: Type: Post-form Laminate with integral Backsplash  
 Color: Stock color - TBD  
 Edge: Standard Waterfall  
 Splashes: NONE  
 Sink: Customer-supplied  
 Braces: Black Speed-Braces to support open area



**Lead Times:**

Countertops: 2 - weeks after template

**Pricing Section**

Items	Prices	Installation
Countertops	\$1,700.00	INCLUDED
<b>Total:</b>	<b>\$1,700.00</b>	

**Customer Order / Confirmation Section**

To confirm order as listed above, please sign below and return to Yoder's Building Supply. Any changes in measurements or revisions by customer may reflect a change in pricing.  
 Deposit of 80% is required to place order with final 20% payable upon delivery.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*All prices quoted are valid for 30 days*



# ESTIMATE

Smucker Mechanical LLC  
4278 Pine Grove Road  
Townville, SC 29689

smuckermech@gmail.com  
+1 (864) 617-9661



## Wild Hearts Equine Therapy Center

**Bill to**  
Wild Hearts Equine Therapy Center  
598 Wild Hearts Way  
Seneca, Sc 29678

**Ship to**  
Wild Hearts Equine Therapy Center  
598 Wild Hearts Way  
Seneca, Sc 29678

**Estimate details**  
Estimate no.: 1609  
Estimate date: 02/09/2024  
Expiration date: 03/15/2024

P.O. Number: gas lines

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		install install gas line to range		1	\$525.00	\$525.00
2.		gmc install gas meter connection		1	\$375.00	\$375.00
3.		whgl install water heater gas line	WHGL	1	\$525.00	\$525.00
4.		whrg install water heater regulator		1	\$275.00	\$275.00
5.		dgl install dryer gas line, underground around doors to outside wall, go through wall to dryer(trenching not included)		1	\$850.00	\$850.00
6.		bonding install bonding		1	\$250.00	\$250.00
7.		install install water heater (water heater not included)		1	\$1,900.00	\$1,900.00
					<b>Total</b>	<b>\$4,700.00</b>

Expiry date 03/15/2024

JOIN. EARN. SAVE. OUR NEW LOYALTY PROGRAM IS HERE. LEARN MORE >

Search

Seneca Lowe's Open until 9 PM

Delivery to 29678



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Appliances Microwaves Over-the-Range Microwaves

Samsung 1.9-cu ft 1000-Watt Over-the-Range Microwave with Sensor Cooking (Fingerprint Resistant Stainless Steel)

Item # 1499009 | Model # ME19R7041FS

Shop Samsung 1508



\$279.00 ~~\$379.00~~ Save \$100.00 Ends Feb 14

Rebates Available

Buy More, Save More Buy More: Get up to \$75 Off eligible items Offer ends 02/28/24

Spend \$750	Spend \$1500	Spend \$2250	Spend \$3000
\$75 Off	\$150 Off	\$225 Off	\$300 Off

12 monthly installments of \$25.19 with Lowe's Pay

Shop the Collection

1.9 Cubic Foot large capacity accommodates a variety of dishes so you can prep large meals quickly. Sensor cook automatically adjusts cooking time for optimal results. Fingerprint resistant helps reduce smudges and minimize cleaning.

What We Offer

Installation \$159.00 ea	Haul Away \$50 ea	Protection From \$39.97
--------------------------	-------------------	-------------------------

Learn more about Installation and Haul Away

**Pickup** Ready by 2/14/24 12:00 PM

**Delivery** Get by 2/14/24 12:00 PM

FREE Pickup at Seneca Lowe's

+ [ ]

[ ]

Easy & Free Returns Return your new, unused item in-store or ship it back to us free of charge. Learn More

Here are some similar items ...

Samsung 1.9-cu ft 1000-Watt Over-the-Range Microwave with Sensor Cooking (Fingerprint Resistant Stainless Steel) \$279.00

Shop Samsung 1508

JOIN. EARN. SAVE. OUR NEW LOYALTY PROGRAM IS HERE. LEARN MORE >

Search

Seneca Lowe's Open until 6 PM

Delivery to 29878



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Price and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Appliances / Dishwashers / Built-In Dishwashers

Samsung Top Control 24-in Smart Built-In Dishwasher (Fingerprint Resistant Stainless Steel) ENERGY STAR, 48-dBA

Item #5380395 | Model #DW80CG5020SR

Shop Samsung ★★★★★ 72



EXCLUSIVE

~~\$832.00~~  
**\$499.00** Save \$333.00  
Ends Feb 14

Rebate Available

Buy More, Save More  
Buy More, Get up to \$750 Off eligible items  
Offer ends 02/28/24.

Spend \$750	Spend \$1500	Spend \$2250	Spend \$3000
\$75 Off	\$150 Off	\$225 Off	\$300 Off



\$42/mo suggested payments with 12 month special financing Ltd time. [Learn How](#)



12 monthly installments of \$45.04 with Lowe's Pay [Learn How](#)

Key Features



Fingerprint Resistant



Adjustable Upper Rack



Quick Wash Cycle

**AutoRelease Door:** At the end of the cycle, the door automatically opens to circulate air and improve drying performance.  
**SmartThings:** The SmartThings app lets you remotely start, stop, or delay dishwashing cycles right from your phone.  
**Whisper Quiet Operation:** With whisper quiet 48 dBA operation, you won't even know it's on.

What We Offer

Installation \$214.48/ea  
Incl Req'd Parts

Haul Away \$50/ea

Protection From \$26.97

Learn more about [Installation](#) and [Haul Away](#).

Pickup

Ready by Mon, Feb 19 (Est.)

Delivery

Get it by Wed, Feb 14

Delivery to 29878

Get it by Wed, Feb 14 \$29  
Schedule delivery date & time in Checkout

1 +

Add to Cart

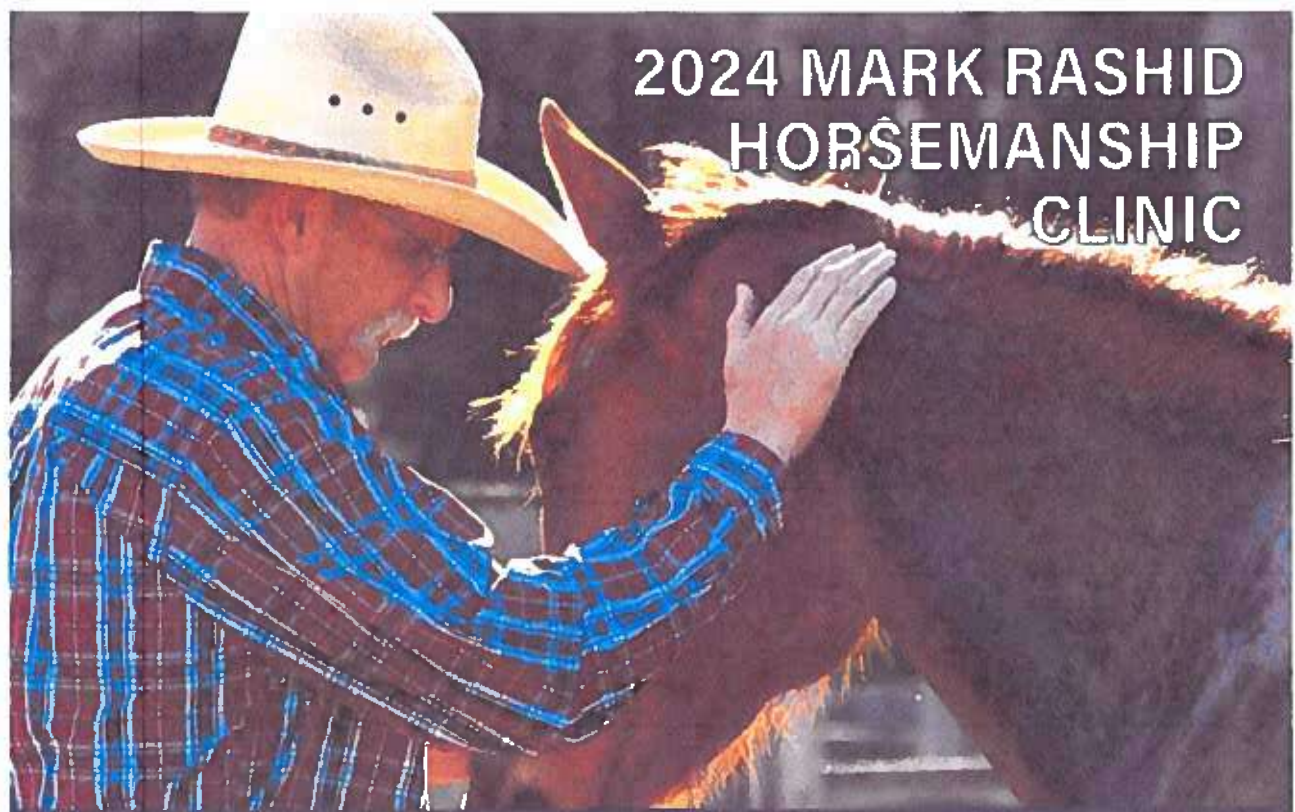
Complete Your Kitchen

Samsung Top Control 24-in Smart Built-In Dishwasher (Fingerprint Resistant Stainless Steel) ENERGY STAR, 48-dBA **\$499.00** Get it back to us free of charge. [Learn More](#)

Shop Samsung ★★★★★ 72

HERE ARE SOME SIMILAR ITEMS ...

# 2024 MARK RASHID HORSEMANSHIP CLINIC



## WILD HEARTS EQUINE THERAPEUTIC CENTER February 23-25 and March 8-10



Dev Branham  
Assistant Instructor  
February 23-25



Gray Kyle-Graves  
Senior Instructor  
March 8-10



Crissi McDonald, MMCP  
Masteron Method Bodywork  
February 23-25 & March 8-10

### SCHEDULE

- February 22 @ 6:30pm: Mark Rashid Pre-Clinic Demo/Discussion
- February 23-25 @ 9am-4pm: Mark and Dev providing hourly One-on-One Lessons
- March 7 @ 6:30pm: Mark Rashid Pre-Clinic Demo/Discussion
- March 8-10 @ 9am-4pm: Mark & Gray offering hourly One-on-One Lessons

### FEES

- Mark Rashid One-on-One Lesson \$275 (includes auditing day of lesson)
- Gray Kyle-Graves One-on-One Lesson \$175 plus daily auditing
- Dev Branham One-on-One Lesson \$175 plus daily auditing
- Crissi McDonald MMCP Bodywork Session \$150 (up to 2 hours)
- Auditing \$45 daily

To register, contact [janine@wildheartsequinetherapy.org](mailto:janine@wildheartsequinetherapy.org)



*Kyle Dern, MA, LMFT, BCN*

## **The Body-Brain**

*March 6 & 7  
9a - 12p*

**A talk focused on the neuroscience of orienting, regulating, and relating.**

**This talk is geared toward anyone interested in learning about recent neuroscience as it pertains to these topics as well as practical applications of this material, whether it's with clients, horses, or yourself.**

### **Learning Objectives:**

- 1. Learn up-to-date science related to the brainstem and autonomic nervous system.**
- 2. Integrate the multiple levels of our ways of processing, beginning at Demasio's "proto-self" up to the autobiographical Default Mode Network.**
- 3. Learn practical tools for self- and co-regulation, applicable in any setting, including with horses.**

**This talk is presented by Kyle Dern, a psychotherapist, teacher, and father, among other things, who is grateful to call the desert southwest his home. In his work, he has passionately explored the foundational roles of the body and brainstem in the creation of our lived experiences and how they are often impacted as well as healed.**

**For questions or to register, email [janine@wildheartsequinetherapy.org](mailto:janine@wildheartsequinetherapy.org)**

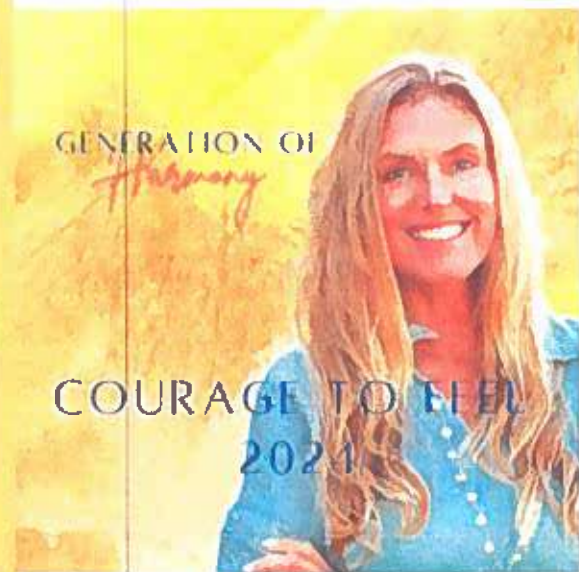
# Courage to Feel

A special 3-part series  
in Seneca, SC



Facilitated by Kerri Lake. Hosted by Wild Hearts Equine Therapy  
April, July and October. \$425 per weekend

APPROPRIATE FOR PROFESSIONALS AND NON-PROFESSIONALS ALIKE



## *simple tools* FOR MIND & HEART

Part 1 - April 20 - 21, 2024

Part 2 - July 20 - 21, 2024

Part 3 - October 19 - 20, 2021

Register for one, two or all three events

PLEASE READ MORE AND REGISTER AT  
[WWW.GENERATEHARMONY.COM/EVENTS](http://WWW.GENERATEHARMONY.COM/EVENTS)



Wild Hearts Equine Therapeutic Center, Inc.  
and  
Hoppin' Horse Farm, LLC



**GROUP SAFETY AGREEMENT AND  
RELEASE & WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

**WARNING**

**UNDER SOUTH CAROLINA LAW, AN EQUINE FACILITY SPONSOR OR EQUINE PROFESSIONAL IS NOT LIABLE FOR INJURY TO OR THE DEATH OF A PARTICIPANT IN AN EQUINE ACTIVITY RESULTING FROM AN INHERENT RISK OF EQUINE ACTIVITY, PURSUANT TO ARTICLE 7, CHAPTER 9 OF TITLE 47, CODE OF LAWS OF SOUTH CAROLINA, 1976.**

This Participant Safety Agreement and Release & Waiver of Liability & Indemnity Agreement, (hereinafter referred to as "AGREEMENT"), dated this 16 day of March, 2023, by and between Wild Hearts Equine Therapeutic Center, Inc., a South Carolina nonprofit corporation (hereinafter referred to as "WILD HEARTS"), and the following adult participants listed below (hereinafter referred to as "PARTICIPANTS").

**I. SAFETY POLICIES**

Wild Hearts seeks to take every precaution necessary to ensure the safety of its Participants and horses. Wild Hearts regularly inspects the premises and facilities to ensure that all conditions are reasonably safe for the Participant's intended purpose, usage, and presence on the Wild Hearts' premises. The following safety rules and guidelines have been implemented and every Participant is required to follow each policy, at all times, while participating in any activity with Wild Hearts.

- A. **NATURE OF WILD HEARTS EQUINE THERAPEUTIC CENTER'S HORSES:** While participating in activities with Wild Hearts, Participant will either ride/handle his/her own horse, or therapy horses provided by Wild Hearts. Wild Hearts chooses its horses for their calm dispositions, sound basic training as is required for use for all student participants, and Wild Hearts follows a rigid safety program. Yet, no riding horse is a completely safe horse. Horses are 5 to 15 times larger, 20 to 40 times more powerful, and 3 to 4 times faster than a human. Horseback riding is the only sport where one much smaller, weaker predator animal (human) tries to impose its will on, and become one unit of movement with another larger, stronger prey animal with a mind of its own (horse) and each has a limited understanding of the other. If a horse is frightened or provoked, it may divert from its training and act according to its natural survival instincts which may include, but are not limited to: stopping short; changing directions or speed at will; shifting its weight; bucking, rearing, kicking, biting, or running from danger. *Participant understands that the impact from a fall from a horse may result in injury to the Participant.*
- B. **PARTICIPANT RESPONSIBILITY:** Upon mounting a horse and taking up the reins, the Participant is in primary control of the horse. The Participant's safety largely depends upon his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. *Participant agrees to follow all rules and guidelines set out by Wild Hearts.*
- C. **PREGNANCY:** If you are pregnant, or think you may be pregnant, you will not be allowed to ride a horse with Wild Hearts, without written permission from a physician. *Participant understands and agrees that it is her responsibility to inform Wild Hearts should she become pregnant and Participant further understands and agrees that she will not be allowed to ride the horses at Wild Hearts throughout the duration of her pregnancy.*
- D. **SADDLE GIRTH/NATURAL LOOSENING:** Saddle girths (saddle fasteners around horse's belly) may loosen during ride and cause Participant to fall from the horse. *If a Participant notices any loosening of the saddle girths, he/she agrees to alert the riding instructor immediately so action can be taken to avoid slippage of saddle and a potential fall from the horse.*

WILD HEARTS EQUINE THERAPEUTIC CENTER, INC. & HOPPIN' HORSE FARM – MARCH 2021



**Wild Hearts Equine Therapeutic Center, Inc.**  
and  
**Hoppin' Horse Farm, LLC**



- E. **SEI CERTIFIED ASTM HELMET:** Participants agrees to purchase protective headgear which meets or exceeds the quality standards of the SEI CERTIFIED ASTM STANDARD F 1163 Equestrian Helmet. Such protective headgear shall be worn, at all times, by the Participant while riding and/or mounted on a horse. *Participant understands and agrees that he/she will not be allowed to ride until they have purchased a helmet that meets the SEI Certified ASTM standard and is approved by the Wild Hearts staff. Participant understands and agrees that, should Participant fails to bring on approved helmet, their lesson will be canceled for that day.*

**II. RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

For and in consideration of being permitted to participate in equine activities, Participant hereby agrees that the following Agreement shall apply to Participant's involvement in any activities, including but not limited to, riding and handling horses either mounted or from the ground, providing or assisting in the provision of care to any equine species, and participating in equine events (hereinafter "EQUINE ACTIVITIES") with Wild Hearts.

**EQUINE ACTIVITY RISKS:** The Participant and Guardian understand and agree that there are NUMEROUS INHERENT DANGERS AND CONDITIONS that are an integral part of Equine Activities. These inherent dangers and conditions include, but are not limited to:

- (a) *the propensity of an equine to behave in ways that may result in injury, harm, or death to a person on or around the equine*
- (b) *the unpredictability of an equine's reaction to sound, sudden movement, an unfamiliar object, a person, or another animal;*
- (c) *bucking, running, biting, kicking, or rolling by the equine;*
- (d) *certain hazards such as surface and subsurface conditions;*
- (e) *collisions with other equines or objects; and*
- (f) *the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, as failing to maintain control over the animal or not acting within the participant's ability.*

**WAIVE, DISCHARGE AND COVENANT NOT TO SUE, AND RELEASE:** Participant and Guardian hereby waive, discharge and covenant not to sue, and release Wild Hearts and its directors, officers, agents, employees, independent contractors, volunteers, assigns, affiliated organizations or persons, sponsors, owners, lessors, and lessees of premises used to conduct Equine Activities, and others acting on its behalf (hereinafter referred to as "RELEASEES") from all known and unknown liability to the Guardian, the Participant, their personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned or his/her minor child/legal ward, whether caused by the negligence of the Releasees or otherwise while the undersigned and his/her minor child/legal ward are involved or participating in Equine Activities with Wild Hearts. This Agreement applies to all claims, whether in equity or at law, and includes without limitation, alleged breach of contract or negligence by the Releasees, to the fullest extent permitted by the law.

**ASSUMPTION OF FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE:** Participant and Guardian assume full responsibility for and risk of bodily injury, death, or property damage which may be incurred from or connected in any manner with Equine Activities due to the negligence of Releasees or otherwise.

**INDEMNIFY AND SAVE AND HOLD HARMLESS:** Participant and Guardian hereby agree to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost (including attorney's fees) that Releasees may incur due to the Participant's involvement in Equine Activities, whether caused by the negligence of the Releasees or otherwise.

**OTHER:** This Agreement shall be interpreted according to the laws of South Carolina. If any clause, phrase, or word of this Agreement is in conflict with state law, that single part is null and void and will not otherwise affect the remaining provisions of this Agreement which will continue to be enforceable. This Agreement shall be effective for the duration of the Participant's involvement in Equine Activities with Wild Hearts.

**IMAGE RELEASE** In consideration of participation in the Wild Hearts Equine Therapeutic Center, Inc. program, the undersigned agrees that their likeness may be photographed or videotaped, that such image may be published in an outlet used to promote or publicize the program and that names may be used unless otherwise specified by the undersigned.





**Wild Hearts Equine Therapeutic Center, Inc.**  
and  
**Hoppin' Horse Farm, LLC**



**III. EMERGENCY INFORMATION**

Group Name: Mark Basket Clinic Date: 3/16/2023  
 Group Leader: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Home Phone: ( ) \_\_\_\_\_ Work Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Home Phone: ( ) \_\_\_\_\_ Work Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

**IV. REASON FOR VISIT, SIGNATURES AND CONSENT**

All Participants are required, at all times, to adhere to all safety rules and guidelines for participation in any program with Wild Hearts and failure to do so may result in a loss of privileges to further participate with Wild Hearts. Participant has read and voluntarily signs the Safety Agreement/Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representation, statements, or inducements apart from the foregoing written agreement have been made.

VISITOR TYPE:  Potential Client  Volunteer  Visitor

VISITOR PURPOSE: \_\_\_\_\_

*I understand the seriousness of the risks involved in participating in this program, my personal responsibilities for adhering to each of the rules and guidelines, and I have read, understand, and agree to each rule and guideline in this Agreement. In case of medical emergency, I hereby authorize the representatives of Wild Hearts to secure whatever medical treatment is necessary on my behalf.*

PRINT PARTICIPANT NAME	ADULT OR PARENT/GUARDIAN SIGNATURE	EMAIL ADDRESS	DATE	IMAGE OK? Circle Yes or No	
PAM MURDOCK	<i>Pam Murdock</i> ①	PJMURDOCK139@gmail.com	3/16/2023	(Y) N	(#)
YIKKI ANKLOEN	<i>Yikki Ankloen</i> ②	wankco@yaho.com	3/16/23	(Y) N	Rider
Aimee Landry	<i>Aimee Landry</i> ③	aclbky@yahoo.com	3/16/23	(Y) N	(#)
Jes Stuy	<i>Jes Stuy</i> ④	Jes.stuy@gmail		Y N	(#)
Kay Cooksey	<i>Kay Cooksey</i> ⑤	kcookse@clermson.edu	3/16/23	(Y) N	Rider
CAREY FLEMING	<i>Carey Fleming</i> ⑥	Carey.Fleming@yahoo.com	3/16/23	(Y) N	Rider
Ann Wellborn	<i>Ann Wellborn</i> ⑦	annwellborn@wildhearts.com	3/16/23	(Y) N	Rider

70  
PD  
PD  
PD  
OK  
OK  
OK



**Wild Hearts Equine Therapeutic Center, Inc.**  
and  
**Hoppin' Horse Farm, LLC**



	PRINT PARTICIPANT NAME	ADULT OR PARENT/GUARDIAN SIGNATURE	EMAIL ADDRESS	DATE	IMAGE OK? Circle Yes or No	
ok	Christopher Wellborn (8)	<i>[Signature]</i>	Cawlaufgromper@net	1/27/16 2023	<input checked="" type="radio"/> Y <input type="radio"/> N	Rider
v) PD	Tracy Berglund (9)	<i>[Signature]</i>	tracyaberglund@gmail.com	3/16/23	<input type="radio"/> Y <input checked="" type="radio"/> N	#
B) PD	Carla Bell (10)	<i>[Signature]</i>	cbell12@aol.com	3/16/23	<input checked="" type="radio"/> Y <input type="radio"/> N	#
ok	Amanda Bell (11)	<i>[Signature]</i>	akbell@yahoo.com	3/16/23	<input checked="" type="radio"/> Y <input type="radio"/> N	Vol
ok	ERIN KINSEY (12)	<i>[Signature]</i>	erinkinsey17@gmail.com	3/16/23	<input checked="" type="radio"/> Y <input type="radio"/> N	Rider
ok	MIKE COOPER (13)	<i>[Signature]</i>	mike@cooper-difranco.com	3/16/23	<input checked="" type="radio"/> Y <input type="radio"/> N	Rider
ok	Mara D. Fran (14)	<i>[Signature]</i>	mara@eggs-difranco.com	3-16-23	<input checked="" type="radio"/> Y <input type="radio"/> N	Rider
ok	Chris Early (15)	<i>[Signature]</i>	earlychris124@gmail	3-16	<input checked="" type="radio"/> Y <input type="radio"/> N	#
ok	Beth Gabbett (16)	<i>[Signature]</i>	beth.gabbett@gmail.com	3/16	<input checked="" type="radio"/> Y <input type="radio"/> N	#
ok	Alison Feilow (17)	<i>[Signature]</i>	alison@eein.com		<input checked="" type="radio"/> Y <input type="radio"/> N	Rider
ok	Linda Bayer (18)				<input type="radio"/> Y <input checked="" type="radio"/> N	#
ok	Tracy Berglund (18)				<input type="radio"/> Y <input checked="" type="radio"/> N	#
ok	Meredith (19)				<input type="radio"/> Y <input checked="" type="radio"/> N	#
ok	Kelley (20)	<i>[Signature]</i>	kelleyabyrne@yahoo	3/17	<input checked="" type="radio"/> Y <input type="radio"/> N	Rider
ok	Connie (21)				<input type="radio"/> Y <input checked="" type="radio"/> N	Rider
ok	Kay G (22)				<input type="radio"/> Y <input checked="" type="radio"/> N	#
ok	Erin (23)				<input type="radio"/> Y <input checked="" type="radio"/> N	#
ok	Jodi (24)				<input type="radio"/> Y <input checked="" type="radio"/> N	#
					<input type="radio"/> Y <input checked="" type="radio"/> N	
					<input type="radio"/> Y <input checked="" type="radio"/> N	

MARK RASHID

2023 PARTICIPANT/AUDITOR LOG

NAME	CITY/STATE	LODGING/NITS	RESTAURANTS	EMAIL (if not already on file)	AMT PD	PMT TYPE	THU	FRI	SAT	SUN
George Bayld	Sims MS	Local		on file	\$245	ck	✓	✓	✓	✓
NICK ANDERSON	NORWICH VA	AWBNS ③		on file	Postcard Riding	pt	✓	✓	✓	✓
112 on Fellows	WINDERSX	CAMP ③		on file	Paid		✓	✓	✓	✓
Arla Ball	MEMPHIS TN	local		aball112@aol.com	35	cash	✓	✓		
Sandy Kamm	Tennessee TN	local		on file	Vol					
Beth Gabbett	Atlanta GA	local		beth.gabbett@gmail.com	35					
Mary Killion	West Union VA	Local		on file	vol					
CRALIC FERRY	CLEMSON MI	my place		volunteer	35					
Aimee Landry	ATL GA	local		acelbky@yahoo.com	35					
Claris Ebbell	Burford GA	local		on file	\$35	Venmo	✓	✓		
Tracey Berglund	Columbus NC	Aiken ③		traceyberglund@gmail.com	\$35	Venmo	✓	✓		
Maez D'France	ASHRYKE VA	local ③		ON FILE	PAID					
MIKE COOPER	ASHEVILLE NC	LOCAL	PLACE ON THE AVERY SEND	Wang's	PAID					
Linda Boyes	SPENCER NC	LOCAL		linda.boyes@gmail.com	35	Venmo	✓	✓		
Angie Liborn	PH SC	LOCAL			PAID	Mark	✓	✓		
Chris Nelson	PH SC	LOCAL			PAID	Mark	✓	✓		

THURSDAY 3/16

Jodi

③

Vol

MARK RASHID

2023 PARTICIPANT/AUDITOR LOG

NAME	CITY/STATE	LODGING/NIGHTS	RESTAURANTS	EMAIL (if not already on file)	AMT PD	PMT TYPE	THU	FRI	SAT	SUN
Jennifer Hansen	York, SC	Airbnb		on file	100	cash	✓	✓	✓	✓
Cemie Mosser	West Union, SC	local		on file	100	cash	✓	✓	✓	✓
Cleora Bourne	Greenville, SC	local		on file	35	cash	✓	✓	✓	✓
Wynne Barbant	Salem, SC	no red		on file	-	-	✓	✓	✓	✓
Mary Elkin	Salem, SC	local		on file	-	-	✓	✓	✓	✓
Caroline Proffitt	Winston-Salem, NC	local		on file	435	VENMO	✓	✓	✓	✓
Annabeth	Winston-Salem, NC	local		on file	5	CASH	✓	✓	✓	✓
Ellis	Cynthiana, KY	RV		on file	100	-	✓	✓	✓	✓
Vicki Anderson	Monroe, GA	Airbnb		on file	100	-	✓	✓	✓	✓
Denise Lechner	Hickory, VA	Drive In for Dog		on file	3	CASH	✓	✓	✓	✓
Sally Ingraham	Greenville, NC	local		on file	35	CASH	✓	✓	✓	✓
Angela Kelly	Greenville, SC	local		on file	35	CASH	✓	✓	✓	✓
Angela Kelly	Greenville, SC	local		on file	35	CASH	✓	✓	✓	✓
Julia Skyn	Ripton, VT	local		on file	70	CASH	✓	✓	✓	✓
Linda Brant	Denver, CO	local		on file	100	CASH	✓	✓	✓	✓
Maria D. Foster	Asheville, NC	Airbnb	THE SOUTHERN STEAKHOUSE	on file	100	CASH	✓	✓	✓	✓

3/18/23

STURDY

2023 PARTICIPANT/AUDITOR LOG

MARK RASHID

NAME	CITY/STATE	LODGING/NITS	RESTAURANTS	EMAIL (if not already on file)	AMT PD	PMT TYPE	THU	FRI	SAT	SUN
Jodi Piccio	Seneca, SC	Local		on file	35.00	Venue			JR	
Shirley Korman	Tennessee, TN	Local		on file	141	N/A			KE	
Kelly Byrne	Seneca	local		on file	Grey Auditing				KB	
Kris Jette	Samoa, WA	Local		PNSETTE@gmail.com	141				KT	
Jean Zaverthnik	Salem	local		jezaverthnik@gmail.com	141				KT	
Nancy Farbach	Salem	local		nsula	141					
Misty W Adams	Bunville	local		on file	25.00				KT	
Keron Helms	Westminster			on file	NO observation					
Christie Pacific	Bunsel	local		on file	file paid					
Alex Anderson	Seneca SC	AIRBNB		on file	141					
Ariel Bell	Mountain View	Local		abell192@aol.com	35	Gas				
Alex Stuype	Ripton VT	local		on file	35	Gas				
Melissa Lussier	W. York, Vermont	None		on file	35	Venue				
Aimee Lantry	Atlanta, GA	Local		oelboky@yahoo.com	35	Venue				
Arnold Bell	Seneca, SC	Local	Los Passages	on file	Minutes					

SATURDAY

6/11/23  
THURSDAY

SATURDAY

MARK RASHID  
2023 PARTICIPANT/AUDITOR LOG

NAME	CTY/STATE	LODGING/#NITS	RESTAURANTS	EMAIL (if not already on file)	AMT PD	PMT TYPE	THU	FRI	SAT	SUN
Beth Keilbert	Atlanta GA	AVR BNB 3	-	bethgot on file	35	VENMO			39	
Aimee Landry	Atlanta GA	Local	-	ac16ky@yahoo.com	35				39	
Christie Kelly	Buford GA	Local 400 3	-	on file	35	CAK			39	
LISE LAFRANCE	EAST ANDREE GA	4/air		LILAFRANCE1317@GMAIL.COM	35	VENMO			39	
Melissa League	MATHEWSVILLE GA	MYHOUSE	-	on file	35	VENMO			39	
Tracey Berglund	Columbus GA	ATERRUB		on file	35	VENMO			39	
Meredith D Johnson		Local		on file	35	VENMO			39	
MIKE COOPER	ASHVILLE	LOCAL		on file	MARK	N/A			39	
Camille Puffett	WESTMINSTER SC	local		on file	25	VENMO			39	
Bonnie Mosser	West Union SC	local		on file	MARK	N/A			39	
Ann Bethorn	RH SC	local		on file	25				39	
Jennifer Hansen	York SC	Arbub	-	on file					39	
Carrie Dickson	Campbell SC			cdishrauc@msu.com	500	check			39	
Andrew Edsall	Chillicothe GA			on file	MARK				39	
Caralyn Piusze	Atlanta	local		cdp-design@juno.com	35	check			39	
Roni Freedman	Asheville	local		RoniFreedman@gmail.com	35	com			39	

(2)



MARK RASHID

2023 PARTICIPANT/AUDITOR LOG

6/21 SUNDAY

NAME	CITY/STATE	LODGING/NITS	RESTAURANTS	EMAIL (if not already on file)	AMT PD	PMT TYPE	THU	FRI	SAT	SUN
KRISTIE	Simpsonville SC	local		on file	Mark	N/A				CR
Chris Wellborn	Ridgeway SC	local		on file	Mark	N/A				CR
Jennifer Hansen	Yulee FL	local		on file	Mark	N/A				CR
Erin Kirby	TP	local		on file	May	N/A				CR
Tracy Berglund	Columbus NC	AIRBDB		on file	35	VENUE				CR
MIKE COOPER	Hamlet NC	LOCAL	YOSH	"	-	PREPAID				CR
Linda Bayer	Denver CO	AIRBDB	YOSH	"	35	VENUE				CR
Maria J. ...	Aurora CO	PHYS	YES	"	-	REG				CR
Lennie Messer	Winston Salem NC	local		on file	Mark	N/A				CR
Judi Riccio	Salisbury NC	local		on file	Volunteer	N/A				CR
Ambri Gortale	Simpsonville SC	local		Centarus@yahoo.com	35	cash				CR
Sally Harrison	Simpsonville SC	local		S Harrison@charter.net	35	check				CR
Audrey Flanagan	California	WH		on file	Mark	N/A				CR
Cassy Elenick	Home SC	SC		on file	35	CASH				CR
Kay Coatsy	Andersen	home		Koelke@clermontga.com	35	VENUE				CR
Ron Enders	Seneca	home			Gray	VENUE				CR



# EVERYONE SIGN IN

MARK RASHID  
2023 PARTICIPANT/AUDITOR LOG

DATE	NAME	CITY/STATE	LODGING/HNTS	RESTAURANTS	EMAIL (if not already on file)	AMT PD	PMT TYPE
FRIDAY							
R 1	Tracy Evans	Tryon, NC	local		on file	Prepaid	Rider
A 2	Ann Schrand	Tryon, NC	local			\$70	Vermo
R 3	Kelly Byrne	Seneca	local		on file	pd	rider
A 4	Pam Murdock	Anderson	local		"	\$35	CHECK
A 5	Larry Morelock	Seneca	local		"	\$35	CASH
A 6	Gayle Baatje	local	local		on file	pd	ck
A 7	Karen York	Seneca	local		"	\$35	ck
A 8	Kim & Evelyn Lohman	VA	Camp site		"	pre paid	
R 9	Megan Repas	TN	vrbo	Starbucks	"	Pre paid	
R 10	Kendra Twitty	SC	vrbo		"	pre paid	
A 11	Joyce Jones	SC	local		"	\$35	cash
A 12	Victoria Mayer	Star SC	local		"	\$35	cash
A 13	Deb Imothen	Seneca NC	"		"	"	check
A 14	Craig Flynn	SC	local		"	35	cash
A 15	Lisa Galbraith	COVINGTON	Anderson		LRS lipses @ covington	pd	
V 16	Vicky Stockwell	Seneca SC	Home		on file	prepaid	Volunteer rider

R 364 Marge

on file

↓

MARK RASHID  
2023 PARTICIPANT/AUDITOR LOG

DATE THURS	NAME	CITY/STATE	LODGING/#NTS	RESTAURANTS	EMAIL (if not already on file)	AMT PD	PMT TYPE
1	Gusser Barthel	Denver	Wood		on file	✓	DK
2	Meg Burden	Tryon, NC			whburden@gmail.com	✓	CK
3	Will Burden	Tryon, NC			whburden@gmail.com	✓	
4	Mingus Haemo	Blithersville, OH	Stumptown		wisemanmingus@gmail.com		Mark Rider
5	Joyce Jones	Seneca	N/A	-	jijones4@gmail.com	✓	CASH
6	Kendra Twitty	Yemassee, SC			Twittykendra@gmail.com		Prepaid Rider
7	Megan Regass	Nashville, TN			on file		Rider
8	Kewin LaLigue	Culpeper, VA	Camper		ev.laligue@yahoo.com	Prepaid	Prepaid
9	Evelyn LaLigue	Culpeper, VA	Camper		"		" Rider
10	Angie Marshall	Salem, SC	Local		on file		Venue
11	Anne Schrand	Tryon, NC			anne.schrand@gmail.com		
12	Torrey Swans	Tryon, NC			torrey	Prepaid	Prepaid Rider
13	Kelli Byrnes	Seneca	Local		on File	Prepaid	Rider
14	Debi Priddy-Horn	Purdleton	Local		on file	Prepaid	Rider
15	Jess Fry	Seneca	Local		"	N/A	
16	Janice Huntley	Seneca	Local		"	N/A	

N/A

"  
" = 17 people

Alex Clerc  
6 Auditors / 8 Riders / Just Alex & Janice = 17 people

California  
VABCO

21



MARK RASHID

2023 PARTICIPANT/AUDITOR LOG

	DATE	NAME	CITY/STATE	LODGING/#NTS	RESTAURANTS	EMAIL (if not already on file)	AMT PD	PMT TYPE
R	3/25	Cameron (Mike) Head	Hi Ken, SC	VRBO	Bontesta	cameronhead03@gmail.com	included	Rider
V	3/25	Deborah Imersman	Pensleten, SC	home	home local	on file	0	volunteer
R	3/25	Kerika Fatts	Yonkers SC	VRBO	G's pizza	on file	incl	rider
A	3/25	Megan Rouse	Nashville	VRBO	G's pizza	- - -	✓	
A	3/25	Gayle Brasler	Leah	home	home local	on file	prepd	ck
A	3/25	Kevin Evelyn Leary	VA				prepd	ck
A	3/25	Cathy Zang	SC	home	home		35	CASH
A	3/25	Anne Schrand	NC	Home	home	on file	35	VRBO
A	3/25	Anne Bundes	NC	home	home	annebundes@jedi.io.com	35	VRBO
R	3/25	Tracey Erard	NC	home	home	on file	35	Rider
A	3/25	Malissa Logie	Westborough MA	home	-	on file	35	VRBO
A	3/25	ERIN KINSEY	TR, SC	-	-	on file	35	VRBO
R	3/25	Kelli Burns	Seneca	home		on file	✓	rider
A	3/25	Jami Speake	Seneca	home		on file	✓	<del>volunteer</del>
V	3/25	Connie Moore	West Union	Local		"	✓	Volunteer
A	3/25	Katelyn Thomas	Pickens, SC	Local		Katelyn@vailcharter.net	35	Cash



MARK RASHID  
2023 PARTICIPANT/AUDITOR LOG

	DATE	NAME	CITY/STATE	LODGING/#NITS	RESTAURANTS	EMAIL (if not already on file)	AMT PD	PMT TYPE
V 1	3/26	Annabelle Bell	Seneeca, SC	local	-	on file	Volunteer	N/A
R 2	3/26	Debi Imersheim	Pendleton	"	"	"	Mark Rider	"
R 3	3/26	Kasia Evelyn Ladiga	Culpeper VA	WA	Sole Public 313	on file	Pa paid	
R 4	3/26	Conner Bethel	Local			on file	Pa	ok
R 5	3/26	Javi Spade	Local			on file	\$35	cash
R 6	3/26	Jennifer Smith	Roswell, GA	local	-	j.smith.lcng@gmail.com	35	Venmo
R 7	3-26	Roger Ingvorta	Brasleton, CA	local	-	-	35	Cash
R 8	3-24	Kendra Tibbitts	SC	local	-	on file	Mark	-
R 9	3-24	Cameron Mead	SC	local	-	on file	MARK	-
R 10	3-24 <sup>26</sup>	Melissa Cague	Watkinsville GA	house	-	on file	\$35	venmo
R 11	3-24	Jessical Wilson	Madison GA	house	-	pivi-kivi2@yahoo.com	\$35	Cash
R 12	3-26	Corrie Mosser	West Union, SC	local	-	on file	\$35	ok
R 13	3-26	Mark Spede	Saraca	local	-	mspede@klemson.edu	\$35	Venmo
R 14	3/26	Ashley Frye	Pickens, SC	Local	-	on file	Edwin Eubank	
R 15	3/26	Ulene Dunn	Campano SC	Local	-	on file	MARK	
R 16	3/26	Bobbie Decker	Campano SC	Local	-	on file	35-	Cash



Carla Ball, MMCP  
Masterson Method – Light To The Core Workshop  
July 22-23, 2023

People came from Ohio, North Carolina, Georgia, Florida, and other parts of South Carolina





**Dr Stephen Peters  
Horse Brain Clinic and Dissection  
July 28-30, 2023**

**Our classroom was packed with more than 45 people from locations including Colorado, Minnesota, Texas, Ohio, North Carolina, Georgia, Florida, and parts of South Carolina**







Power Tool Company 1  
709 Lamons Lane  
Johnson City, TN 37604  
Phone: 800.752.1780 Fax:  
423.926.2174

[sales@powertoolco.com](mailto:sales@powertoolco.com)



## SC STATE CONTRACT OFFICIAL QUOTE

**Contract #: 4400031358**

**SCAG MOWERS C/O POWER TOOL CO**

**State Vendor # 7000187248**

PLEASE SEND ALL PURCHASE ORDERS TO [SALES@POWERTOOLCO.COM](mailto:SALES@POWERTOOLCO.COM)  
AND MAKE PURCHASE ORDERS OUT TO POWER TOOL COMPANY

**NO TAX/FREIGHT/SETUP FEES-**

**POWER TOOL COMPANY IS LOCATED IN TENNESSEE AND DOES NOT CHARGE SALES TAX  
ON SC STATE CONTRACT PURCHASES**

**ENTITY QUOTED TO:**

South Cove County Park  
1099 South Cove Rd  
Seneca, SC 29672  
Gina Spear- superintendent  
864-882-5250

**DATE OF QUOTE:**

2/2/24

**EQUIPMENT QUOTED:**

WS23-37BV-EFI List Price \$13,659  
State Contract price \$11,596



**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Public Hearing: ORDINANCE 2024-08, ORDINANCE 2024-10

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 02/15/2024 the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



\_\_\_\_\_  
Hal Welch  
General Manager



\_\_\_\_\_  
Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030

Subscribed and sworn to before me this  
02/15/2024



JESSICA L. WELLS  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030

This being in the same property conveyed unto Airlada Wideman by Deed of Distribution from Estate of Virginia Bruce a/k/a Victoria Bruce dated December 5, 1992 and recorded December 11, 1992 in Book 0714 at Page 0160, in the Office of the Register of Deeds for Oconee County, South Carolina. Subsequently Airlada Wideman a/k/a Airlada B. Wideman passed away and her interest in the subject property was passed to Jannie Wideman a/k/a Jannie R. Wideman pursuant to the Will of Airlada B. Wideman and by probate of Estate File No. 2015ES3700700. See also Deed of Distribution dated February 27, 2018 and recorded March 16, 2018 in Book 2343 at Page 323, in the Office of the Register of Deeds for Oconee County, South Carolina.

1362 Shiloh Road  
Seneca, SC 29678  
TMS# 256-00-03-003

**TERMS OF SALE:** For cash. Interest at the current rate of 7.340% to be paid on balance of bid from date of sale to date of compliance. The purchaser to pay for papers and stamps, and that the successful bidder or bidders, other than the Plaintiff therein, will, upon the acceptance of his or her bid, deposit with the Clerk of Court for Oconee County a certified check or cash in the amount equal to five percent (5%) of the amount of bid on said premises at the sale as evidence of good faith in bidding, and subject to any resale of said premises under Order of this Court; and in the event the said purchaser or purchasers fail to comply with the terms of sale within Thirty (30) days, the Clerk of Court shall forthwith resell the said property, after the due notice and advertisement, and shall continue to sell the same each subsequent sales day until a purchaser

successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 5.5% per annum. If for any reason the Plaintiff's agent does not appear to bid at the sale, the sale will be deemed canceled. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Oconee County Clerk of Court at C/A #2023CP3700857. NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

Honorable Melissa C. Burton  
Clerk of Court for  
Oconee County

Brian P. Yoho  
Attorney for Plaintiff  
P.O. Box 100200  
Columbia, SC 29202-3200  
(803) 744-4444  
016487-01335  
Website: [www.rogerstownsend.com](http://www.rogerstownsend.com) (see link to Resources/Foreclosure Sales)

**CLERK OF COURT'S SALE**  
CASE NO. 2023-CP-37-00695  
BY VIRTUE of a decree heretofore granted in the case of South Carolina State Housing Finance and Development Authority against Matthew A. Latimer, I, the Clerk of Court for Oconee County, will sell on Monday, March 4, 2024, at 11:00 o'clock a.m., at the Oconee County Courthouse, Walhalla, South Carolina, to the highest bidder:  
All that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Oconee, being shown and designated as Lot 9, containing 0.536 acres, more or less, of Dr. John's Subdivision on a plat prepared by

[CLERK'S SIGNATURE  
PAGE TO FOLLOW]

There will be a public hearing at 6 pm on Tuesday, March 5, 2024 in Oconee County Council Chambers located at 415 S. Pine St., Walhalla, SC for the following:

ORDINANCE 2024-08 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT, BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT RED, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND/OR OTHER PROJECT COMPANIES (COLLECTIVELY "COMPANY"), WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY LOCATED IN OCONEE COUNTY; PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AND OTHER RELATED MATTERS.

ORDINANCE 2024-10 AN ORDINANCE ESTABLISHING A BUDGETARY INCREASE LIMITATION FOR OCONEE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.



**PUBLISHER'S AFFIDAVIT**

STATE OF SOUTH CAROLINA COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE: Meeting Schedule

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 01/04/2024 the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



\_\_\_\_\_  
Hal Welch  
General Manager



\_\_\_\_\_  
Jessica Wells  
Notary Public  
State of South Carolina  
My Commission Expires November 13, 2030

Subscribed and sworn to before me this  
01/04/2024



Jessica Lee Wells  
NOTARY PUBLIC  
State of South Carolina  
My Commission Expires  
November 13, 2030

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**NOTICES**

**PUBLISHERS NOTICE**  
This newspaper will not knowingly accept any false or misleading advertising. We advise you to investigate on your own, and take any steps necessary to ascertain the validity of any advertising before exchanging money or entering into any contractual agreements. The Journal provides no guarantees and will not be held liable for any items or services advertised.

**ANNOUNCEMENTS**

**DONATE YOUR CAR TO KIDS.**  
Your donation helps fund the search for missing children. Accepting Trucks, Motorcycles & RV's, too! Fast Free Pickup - Running or Not - 24 Hour Response - Maximum Tax Donation -  
**Call (888) 515-3810**

**DENTAL INSURANCE**  
from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance- NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details!  
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Portable oxygen concentrator may be covered by medicare! Reclaim independence and mobility with the compact design and long-lasting battery of inogen one.  
Free information kit!  
Call 833-230-8692

Applying for Social Security Disability or Appealing a Denied Claim? Call Bill Gordon & Assoc. Our case managers simplify the process & work hard to help with your case. Call 1-844-528-1156 FREE Consultation. Local Attorneys Nationwide Mail: 2420 N St NW, Washington DC. Office: Broward Co. FL (TX/NM Bar.)

Safe Step. North America's #1 Walk-In Tub. Comprehensive lifetime warranty. Top-of-the-line installation and service. Now featuring our FREE shower package and \$1600 Off for a limited time! Call today! Financing available. Call Safe Step 1-877-852-0368

Tuesday, January 9, 2024 is the last day to redeem winning tickets in the following South Carolina Education Lottery Instant Games: (1462) 50X

**WANTED EMPLOYMENT**

**Advertise Your Driver Jobs** in 99 S.C. newspapers for only \$375. Your 25-word classified ad will reach more than 2.1 million readers! Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377

**PETS**

**Oconee Humane Society** offers low-cost spay/neuter vouchers to ALL Oconee County residents. **Find out more at oconeehumane.org** or call 864-882-4719

**REPORT YOUR LOST PET** to Oconee County Animal Shelter 888-0221 or email info to: [ocas@netmids.com](mailto:ocas@netmids.com) You may include a photo. We will contact you if we find your pet.

**ADOPT A DOG!  
Save a Life!**  
Loyal, loving dogs & puppies \$85 adoption fee includes spay/neuter, vaccines, microchip. Take a wonderful companion home today!  
[oconeehumane.org](http://oconeehumane.org)  
Call 882-4719

**ADOPT A CAT!  
Save a Life!**  
Snuggly, purry cats & kittens \$75 adoption fee includes: spay/neuter, vaccines, microchip. Take a SWEET companion home today!

**U-STOR-IT  
Mini Warehouse**  
Inside • Outside • No Camera  
Fenced • Not Gated • Lighted  
Old Clemson Hwy.  
**654-1000**

[oconeehumane.org](http://oconeehumane.org)  
Call 882-4719

**MISCELLANEOUS FOR SALE**

**ELIMINATE GUTTER CLEANING FOREVER!**  
LeafFilter, the most advanced debris-blocking gutter protection. Schedule a FREE LeafFilter estimate today. 15% off Entire Purchase. 10% Senior & Military Discounts.  
**Call 1-855-875-2449**

**Up to \$15,000 of GUARANTEED Life Insurance!**

No medical exam or health questions. Cash to help pay funeral and other final expenses.

**Call Physicians Life Insurance Company  
855-837-7719 or  
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Prepare for power outages today with a GENERAC home standby generator. \$0 Money Down + low monthly payment options. Request a FREE quote. Call now before the next power outage: 1-844-755-0366

**COMPUTER & ACCESSORIES**

For Sale hp envy 6000 wireless printer excellent condition \$35.00 call 864-973-8456

**MERCHANDISE UNDER \$100**

**For Sale!**  
Chimney Free Infrared Heater 1500 Watts  
Frame & Glowing Fire Effect Like New, Only Used Once  
**\$45**  
Call or text  
**864-364-7108**

**AUCTIONS**

**ADVERTISE YOUR AUCTION...**  
in 99 S.C. newspapers for only \$375. Your 25-word classified will reach more than 2.1 million readers.  
**Call Randall Savely at the S.C. Newspaper Network, 1-888-727-7377**

Real Estate Auction: Industrial Property on 2.57 AC with 3 Buildings. 26 Park Hill Drive Lugoff, SC. Online Bidding through Thurs. January 18th at 2PM www.TheLigonCompany.com, Call 803-366-3535. Randy Ligon, CAI, CES, BAS SCAL1716 SCRL17640 SC AFL4120

**ESTATE AUCTION – Saturday, January 13, 9:30 A.M.** 4715 Augusta Hwy., Brunson, SC. Selling Contents of Welding Shop and Home! Farm Tractors, Farm Implements, 2021 Tracker 0x400 UTV, Welding Equipment, Lots of Tools, Utility Trailers, Shop Equipment, Lawn Mowers, Dodge Van, Honda Motorcycle, River Boat, Nice Furniture, Antiques, Glassware, Sterling & Much More! Preview: Friday Jan. 12 10 A.M. - 6 P.M. Browse web: [www.cogburnauction.com](http://www.cogburnauction.com) 803-860-0712

**NOTICE OF PUBLIC SALE:**  
Pursuant to SC Self-Service Storage Facility Act and to satisfy Owner's lien Storage Sense located at 365 Keowee School Rd Seneca, SC 29672 864-885-0368 intends to sell the personal property described below. Everything sold is purchased AS-IS with money orders only. See and bid on all units 24/7 ending on December 29th, 2023, at 11:00 am@ [www.lockerfox.com](http://www.lockerfox.com) Storage Sense reserves the right to refuse any bid or rescind any purchase until the winning bidder takes possession of the property. TERMS listed on auction website. Brandon Vanblarcam Unit 0011 misc items; Michael Talley Unit 0305, Misc items; Julia Ford Unit 0447, misc items; Chalanda Goodine unit 0087 misc items.

**SERVICES**

FREE high speed internet for those that qualify. Government program for recipients of select programs incl. Medicaid, SNAP, Housing Assistance, WIC, Veterans Pension, Survivor Benefits, Lifeline, Tribal. 15 GB internet service. Bonus offer: Android tablet FREE with one-time \$20 copay. Free shipping & handling.

Call Maxsip Telecom today! 1-855-851-8201

**DIRECTV OVER INTERNET –** Get your favorite live TV, sports and local channels. 99% signal reliability! CHOICE Package, \$84.99/mo for 12 months. HBO Max and Premium Channels included for 3 mos (w/CHOICE Package or higher.) No annual contract, no hidden fees! Some restrictions apply. Call IVS 1-855-237-9741

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Switch to DISH and get up to a \$300 gift card! Plus get the Multiport pack included for a limited time! Hurry, call for details: 1-877-542-0759

**APARTMENTS FURNISHED**

Best Deal in Town!  
1 Br. - \$595. • 2 Br. - \$715.  
Ask About Our Weekly Specials!  
•Furn/Power Pkgs.  
•On CAT Bus Route.  
**Call (864)882-0636**

**VACATION RESORT RENTAL**

**ADVERTISE YOUR VACATION PROPERTY FOR RENT OR SALE**

To more than 2.1 million South Carolina newspaper readers. Your 25-word classified ad will appear in 99 S.C. newspapers for only \$375. Call Alanna Ritchie at the South Carolina Newspaper Network, 1-888-727-7377.

**HOUSES FOR SALE**

**PUBLISHERS NOTICE**  
All real estate advertising in this newspaper is subject to Federal Fair Housing Act of 1968 which makes it illegal to advertise "any preference, limitations or discrimination" based on race, color, religion, sex, handicap, familial status or national origin, or intention to make any such preference, limitation or discrimination." This newspaper will not knowingly accept any advertising for real estate which is in violation of the law. Our readers are hereby informed that all dwellings advertised in this newspaper are available on an equal opportunity basis.

**LEGALS**

Notice of Self Storage Sale  
Please take notice Midgard Self Storage - Seneca Greenleaf located at 600 Shiloh Rd Seneca SC 29678 intends to hold a Auction of storage units in default of payment. The sale will occur as an Online Auction via [www.storageauctions.com](http://www.storageauctions.com) on 1/19/2024 at 1:00PM. This sale is pursuant to the assertion of lien for rental at the self-storage facility. Unless listed otherwise below, the contents consist of household goods and furnishings. Micah Justus unit #108; Tatem Tollison unit #314; Jasmine Hunter unit #A101; Hala Searcy unit #A205; Alexis Smith unit #F3; Amanda Rogers unit #F808; Davonna Alex-

**CLASSIFIEDS WORK!**

**BUSINESS FOR SALE  
OWNER RETIRING**  
**Tarps and Covering Systems for Dump Trucks Since 1998**  
**Well Established, High Demand Business Will Pay Commission of \$3,000**  
**Call 843.729.3770 or 864.638.2668**  
**bhild@bobhildent.com • www.bobhildent.com**

ander unit #O13; Yandel Vivanco unit #O16; Chris Martin unit #P29. This sale may be withdrawn at any time without notice. Certain terms and conditions apply.

The City of Walhalla's Board of Zoning Appeals will hold a public hearing on Monday, January 22, 2024 at 5:30 PM to hear the following items: A request for a Special Exception to allow the placement of a manufactured home at Austin Drive (TMS# 500-06-02-018), zoned General Residential (GR). A request for a variance to allow a manufactured home with a different roof pitch than the permitted roof pitch to be placed at Austin Drive (TMS# 500-06-02-018), zoned General Residential (GR). The meeting will be held in the City Council Chambers located at 206 N. Church Street, Walhalla. Please contact the Community Development Department at 864-638-4343 for more information.

**NOTICE OF APPLICATION**  
Notice is hereby given that Yoshi intends to apply to the South Carolina Department of Revenue for a license/permit that will allow the sale and On Premises consumption of Beer & Wine at 1510 Blue Ridge Blvd., Ste. 108, Seneca, SC 29672. To object to the issuance of this permit/license, written protest must be postmarked no later than January 13, 2023.

For a protest to be valid, it must be in writing, and should include the following information:  
(1) The name, address and telephone number of the person filing the protest;  
(2) The specific reasons why the application should be denied;  
(3) That the person protesting is willing to attend a hearing (if one is requested by the applicant);  
(4) That the person protesting resides in the same county where the proposed place of business is located or within five miles of the business; and,  
(5) The name of the applicant and the address of the premises to be licensed.  
Protests must be mailed to: S.C. Department of Revenue, ABL SECTION, P.O. Box 125, Columbia, SC 29214-0070.

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE  
IN THE COURT  
OF COMMON PLEAS  
SUMMONS, LIS PENDENS  
AND NOTICES  
C/A NO. 2023-CP-37-00262

Equity Trust Company FBO Robert W. Schumacher IRA, PLAINTIFF, vs. Any heirs-at-law or devisees of Mary Jo Moody deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; Any heirs-at-law or devisees of Molly Ann Chastain, deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons or entities entitled to claim through them; all unknown persons having or claiming any right, title, or interest in or to, or lien upon the real property described as 221 Thompson Avenue, Walhalla, SC 29691, their heirs and assigns; any persons who may be in the military service of the United States of America, being a class designated as John Doe, any unknown minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023. SUMMONS: YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the Plaintiff's attorney at his office located at 336

Old Chapin Road, Lexington, S.C. 29072 or to otherwise appear and defend the action pursuant to applicable court rules within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default against you for the relief demanded in the Complaint. TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY: YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff's attorney. LIS PENDENS: NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this Court upon Complaint of the above-named Plaintiff against the above-named Defendants to have the Court declare Plaintiff holds marketable, fee simple title to real property located in Oconee County, and any interest that may have been claimed by the above-named Defendants was extinguished by the tax sale conducted by the Delinquent Tax Collector of Oconee County. The real property which is the subject of this action is described as follows: All that certain piece, parcel, or lot of land lying and being situate in the State of South Carolina, County of Oconee, designated as Lots 8 and 9, as shown and more fully described on a plat thereof recorded in Plat Book J, Page 62, records of Oconee County, South Carolina.

Columbia, SC 29260, as Attorney for unknown party defendants who may be in the Military Service of the United States of America who may be entitled to benefits of the Servicemembers Civil Relief Act, 50 U.S.C. §501 et seq, being a class designated as John Doe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.

MP Morris Law Firm, P.A.  
Michael P. Morris,  
SC Bar #73560,  
336 Old Chapin Rd.,  
Lexington, S.C. 29072.  
Phone: 803-851-1076  
Fax: 803-851-1978.  
Attorney for Plaintiff

Tax Map Number: 500-17-02-002  
Property Address: 221 Thompson Avenue, Walhalla, SC 29691

**NOTICE OF FILING:**  
NOTICE IS HEREBY GIVEN that the Lis Pendens, Summons and Complaint in this action were filed in the Office of the Clerk of Court for Common Pleas for Oconee County, South Carolina on April 6, 2023.  
**NOTICE OF ORDER APPOINTING GUARDIAN AD LITEM NISI:**  
YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarborough Woody, Esq., P.O. Box 6432, Columbia, SC 29260, as Guardian ad Litem Nisi for unknown party defendants who may be minors, incompetent or imprisoned person, or persons under a disability being a class designated as Richard Roe, was filed and recorded with the Clerk of Court for Oconee County on December 8, 2023.  
**NOTICE OF ORDER APPOINTING ATTORNEY:**  
YOU WILL PLEASE TAKE NOTICE that an Order appointing Kelley Yarborough Woody, Esq., P.O. Box 6432,

The Oconee County Council will meet in 2024 on the first and third Tuesday of each month with the following exceptions:  
June, July, August, and November meetings, which will be only on the third Tuesday of each of these months;  
December meeting, which will be only the first Tuesday of the month. All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina at 6 p.m.  
Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 23, 2024 to establish short- and long-term goals.  
Oconee County Council will also meet on Tuesday, January 7, 2025 in Council Chambers at which point they will establish their 2025 Council and Committee meeting schedules.  
Oconee County Council will also hold a Budget workshop on Friday, March 22, 2024 in Council Chambers.  
Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.  
Oconee County Council Committees will meet in 2024 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.  
The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.  
The Transportation Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.  
The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.  
The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.  
The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] & March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.

**THE JOURNAL**

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# Oconee County Council

Oconee County  
Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691

Phone: 864-718-1023  
Fax: 864 718-1024

E-mail:  
[jennifercadams@oconeesc.com](mailto:jennifercadams@oconeesc.com)

John Elliott  
District I

Matthew Durham  
Chairman  
District II

Don Mize  
Vice Chairman  
District III

Julian Davis, III  
District IV

J. Glenn Hart  
Chairman Pro Tem  
District V



The Oconee County Council will meet in 2024 on the first and third Tuesday of each month with the following exceptions:

- June, July, August, and November meetings, which will be **only** on the third Tuesday of each of these months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 23, 2024 to establish short- and long-term goals.

Oconee County Council will also meet on Tuesday, January 7, 2025 in Council Chambers at which point they will establish their 2025 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 22, 2024 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2024 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Transportation Committee at 4:30 p.m. on the following dates: February 20, May 21, July 16, & September 17, 2024.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 19, June 18, August 20, & October 15, 2024.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 23 [Strategic Planning Retreat] & March 22 [Budget Workshop] and 4:30 p.m. on the following dates: March 5, April 16, & May 7, 2024.

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. **The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety.** The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not pre-empted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Facility* means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

***Meeting* means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility.** The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) **Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting,** or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when

the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.

- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.
- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
- (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
- (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
- (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
- (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
- (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
- (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
- (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.

(d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)



**Public Comment**  
**SIGN IN SHEET**  
**6:00 PM**

**March 05, 2024**

The Public Comment Sessions at this meeting is limited to a total of 50 minutes, 5 minutes per person. Please be advised that citizens not utilizing their full four [5] minutes may not "donate" their remaining time to another speaker.

**PLEASE PRINT**

	FULL NAME	PURPOSE OF COMMENT
1	Chris Martin	Rock quarry
2	Lynne Rogers Martin	Conservation
3	EDDIE MARTIN	Preservation
4		
5		
6		
7		
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23		
24		
25	Mike Johnson	- Planning Commission - Junkyard ord

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



# PUBLIC HEARING SIGN IN SHEET

## Oconee County Council Meeting

**March 05, 2024 ~ 6:00 p.m.**

**ORDINANCE 2024-08** AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE-IN-LIEU OF AD VALOREM TAXES AND SPECIAL SOURCE REVENUE CREDIT AGREEMENT, BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND OCONEE FORCE HOLDINGS, LLC, ACTING FOR ITSELF, ONE OR MORE CURRENT OR FUTURE AFFILIATES, AND/OR OTHER PROJECT COMPANIES (COLLECTIVELY "COMPANY," FORMERLY IDENTIFIED AS "PROJECT RED"), WITH RESPECT TO CERTAIN ECONOMIC DEVELOPMENT PROPERTY LOCATED IN OCONEE COUNTY; PROVIDING FOR A FEE-IN-LIEU OF AD VALOREM TAXES INCENTIVE; PROVIDING FOR A SPECIAL SOURCE REVENUE CREDIT; AND DEVELOPING A JOINT COUNTY INDUSTRIAL AND BUSINESS PARK BETWEEN OCONEE COUNTY AND PICKENS COUNTY SO AS TO DESIGNATE THE PROPERTY OF THE PROJECT AS PART OF THE PARK; AND OTHER RELATED MATTERS.

**ORDINANCE 2024-10** AN ORDINANCE ESTABLISHING A BUDGETARY INCREASE LIMITATION FOR OCONEE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

**PRINT** Your Name & Check Ordinance[s] You Wish to Address

	Ordinance #	ORD 2024-08	ORD 2024-10
1.	Jim Menden		✓
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			



OCONEE COUNTY COUNCIL  
RECUSAL FORM

Council Member Name: Glen Hart  
[Please Print]

Council Member Signature: Glen Jr. Hart

Meeting Date: 3/5/24

Item for Discussion / Vote: ORD 2024-04 Junkyard

Reason for Recusal:  I was not present for original meeting/discussion.

I have a personal/familial interest in the issue.

Other: Ordinance origination

Jennifer C. Adams  
Jennifer C. Adams  
Clerk to Council

[This form to be filed as part of the permanent record of the meeting.]

**Suggestion proposal for Oconee County Rock Quarry 2024.**

**Palmetto State Hauling, LLC**

**7098 S.Hwy 11**

**Westminster, SC 29693**

**(864)-720-3317 (Chris Martin)**

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- 1. Maintenance & Stockpile Management :** It is my understanding from what the manager told me during our conversation that maintenance is supposed to be happening 2-4 hrs before the quarry opens every day. Employees are saying this is not happening and judging by the activity in the quarry most mornings I would venture to say that they may be doing some type of maintenance but not like it should be. So prioritize a maintenance schedule to eliminate the downtime during the operations hours and produce stockpiles. How do you do that? Move maintenance from the morning hours to the evening hours. The Quarry closes at 4:30pm every day. Leaving many hours of daylight for a vast majority of the year to work on things. Creating a 3-4 man second shift would align the quarry closer to other local quarries that have substantial stockpiles and limited maintenance issues. The plant is already up and running so continue to run the plant and crush stone after the trucks are gone for the day for an additional 3-4 hours. Make it a goal to crush 1,000 tons. Take that crushed stone and move it to a holding area for stockpile and do not touch it unless the quarry is down. If you did this for several months and could keep the quarry running during normal operations hours you would generate a significant stockpile to fall back on during down time in operations hours. This would continue a revenue generation while maintenance occurs and keeps projects on schedule.



After those 3-4 hours of additional crushing use the remaining work time to do maintenance until the end of shift. During Hours of operations there needs to be a licensed electrician on site to monitor the plant and address issues as they arise.

- 2. Eliminate Influx:** We see a substantial amount of out of county and out of state customers in the quarry. A lot of that is the draw to a much cheaper priced stone than everyone and that is great we have a product everyone wants. However we talk about managing county resources and sustaining for the future of projects in the county but continue to let these companies and customers bypass multiple other quarries to buy cheap stone. “Just last week one of the major mega carrier drivers was talking with me and he said himself and several other trucks were there to get 57 stone and take it to a resale yard all the way back to Poinsett Hwy in Greenville almost 50 miles away because they could buy it, haul it, and charge the customer the the same price like they pulled it from another quarry substantially increasing their profit margins. This is not just a single incident trucks from GA and NC come in and do the same thing. It is my belief and many others that the quarry needs to be charging an in county rate, out of county rate, and out of state rate. This could easily be managed by making carriers provide their DOT numbers and verifying the address those numbers are assigned to. No P.O.Boxes allowed. Anyone without DOT numbers should be made to place a copy of their business license or driver's license on file or show that they own property or live inside the county. Anyone not residing, owning a business, or property within the county lines should be assessed a fee. Same process for out of state. In-county businesses should be kept at the same rate they are now. Out of county residence should be assessed a higher tonnage rate

of \$5 minimum more a ton. Out of state companies and individuals should be assessed a minimum of \$10 more a ton. Everyone's tonnage rates would be raised on a yearly or bi yearly basis as needed as they always have to adjust for production costs and inflation. Even with these increases most customers would continue to come to the quarry because the cost would be significantly lower still than most of the other major quarries. This would boost revenue for the OCRQ and help offset the cost of a second shift or other changes implemented as well as hopefully shift some of the business to local drivers to get a better price. Everyone involved wins.

- 3. Driver forum / town hall meeting:** During my conversation with the manager he was insistent that we did not understand how the quarry process works and why the downtime was happening. So I suggested to him that he hold a Friday morning meeting and invited everyone to attend. Discuss the quarry process, the problems it's facing, the plan going forward and hold a town hall style question and answer session. It would be great if council and county administrators were present as well for questions and to hear the report. This could benefit everyone. The manager was very enthusiastic and agreed he would be more than happy to make this happen. So I want to put that request on the record. Invitations can be sent out with the monthly quarry statements and flyers given out during the scale house at the quarry.

4. **Loading and Scale House Operations:** One of the biggest setbacks I have heard from people in the quarry and witnessed is the inability for a lot of the big trucks to speak with the loaders. Most of the dump trucks have CB Radios as they are needed at other quarries to load and to scale out and it is hit and miss with what loaders do have them and if they do they don't work for some reason. Leaving the loader operator having to drive up next to the truck and either the operator or driver having to step out to speak with each other. As we navigate through the quarry it is safer to have a CB to communicate to the loader operator what product you need, how much. On occasion when you may have to pass around or behind a loader, off road truck, water truck, work truck ect. You can notify them of what you are doing to prevent an accident. OCRQ is the only one in the area not utilizing this tool to its highest potential. OCRQ is the only one in the area that will allow trucks to leave overweight. For example legal weight on a tri axle dump truck is 69,850lbs approx 20-21 tons depending on truck weight. I believe there are more trucks than not including myself leaving overweight because of a loader issue and the aggravation of having to estimate and dump overage . At most other quarries when you tell the loader operator 20 tons you are within 300 lbs consistently. Today's loaders have scales even some at OCRQ have them but they are not being utilized. There needs to be a prioritization on training and use of those scales to ensure there is no need for dumping, reloading, trucks running in excess of the legal limits. At the scale house OCRQ is the only one in the area that does not tell the weighmaster what truck number they are, the product they are hauling, and the job name, and who to bill to via CB radio as they pull onto the scale. The driver then gets a green light from a red light mounted forward of the scale area and pulls forward to get a ticket. At OCRQ every driver must pull onto the

scale, stop, set brakes, get out and then tell the weighmaster everything. The scale is all metal and can be icy in the winter and slick during rains storms and following the water trucking coming by and washing it off. This creates a trip hazard for customers. This could be eliminated by utilizing a cb radio or a speaker for smaller vehicles mounted at the center of the scale and elevating the weighmaster to a height both normal vehicles and trucks can pull up to ,reach out to get sales tickets or pay. At some quarries a metal box shoot system was developed and is used to get tickets to smaller vehicles that don't sit up as high as big trucks.

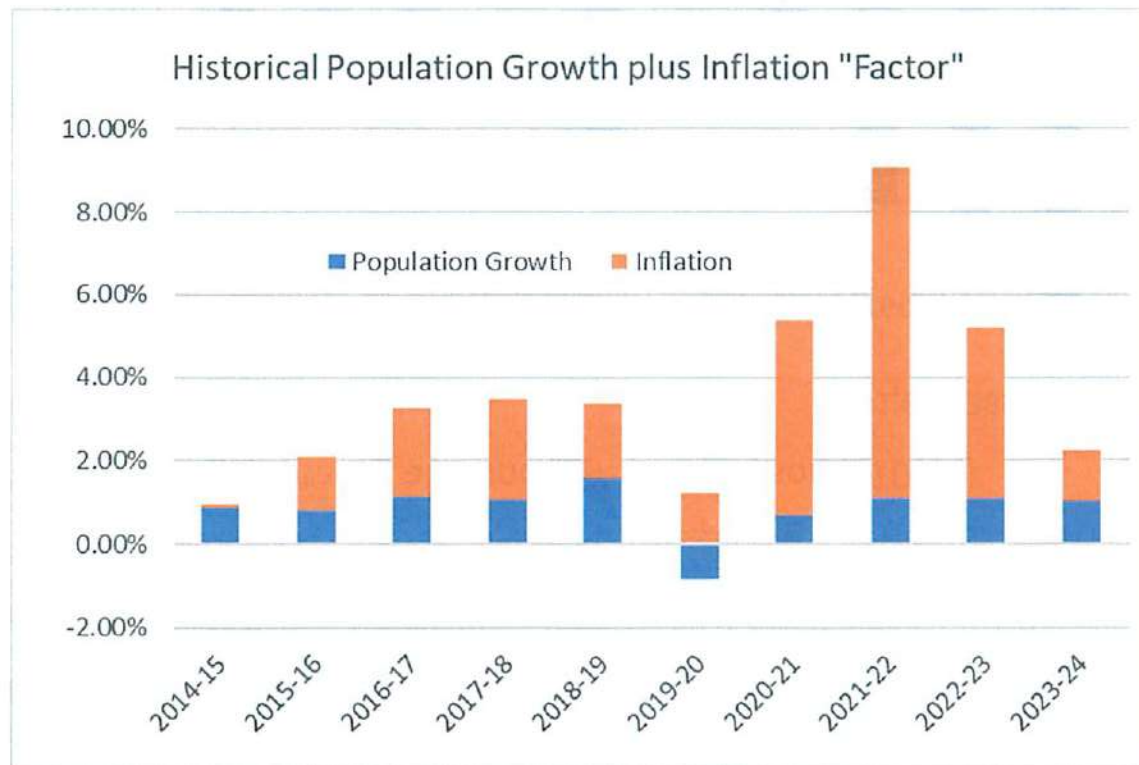


As proposed in **Ordinance 2024-10**: "An Ordinance Establishing a Budgetary Increase Limitation for Oconee County"

- It reads in summary: Any increase in the **General Fund** of the County's annual budget, FY over FY, is limited to a percentage amount that is  $\leq$  Oconee County's population growth plus Inflation.
- Some Background Information to Consider:

The graph below shows the **actual 10yr history in Oconee County** for this combined "Factor"  
**Oconee County's Population Growth % + Inflation %**

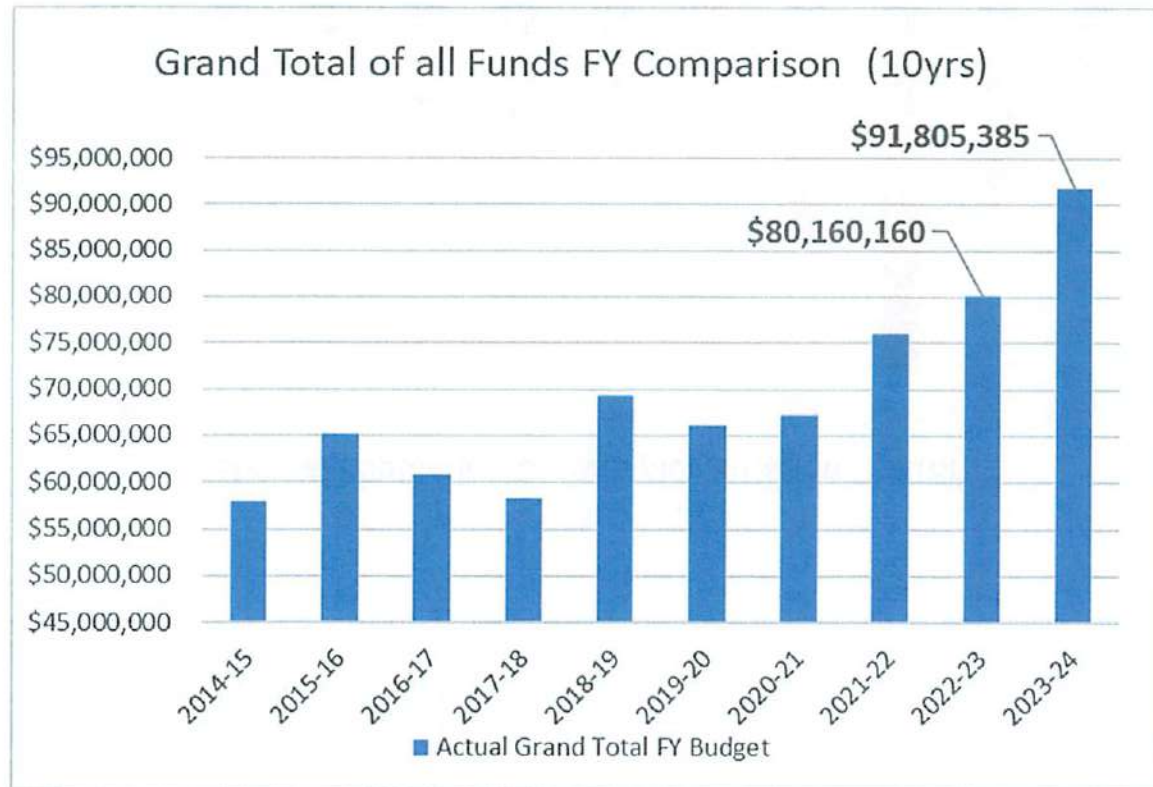
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Source: usafacts.org worldpopulationreview.com <https://www.neilsberg.com/insights/oconee-county-sc-population-by-year>

- Taxpayers are not interested in accounting games that move money out of the General Fund and into other spending funds to give the appearance of a “budget decrease.” Taxpayers want a clear picture of all spending!
- If you make a true budget comparison of the **Grand Total of all FY Funds** over the last 10yrs - What do you see?
  - You see budget cuts for some years vs. spending increases in other years
  - The typical tug-of-war in government spending as expected from year-to-year
  - **Until you get to the 2023-24 Budget for Grand Total of all Funds. Look at that increase!!** ☹️

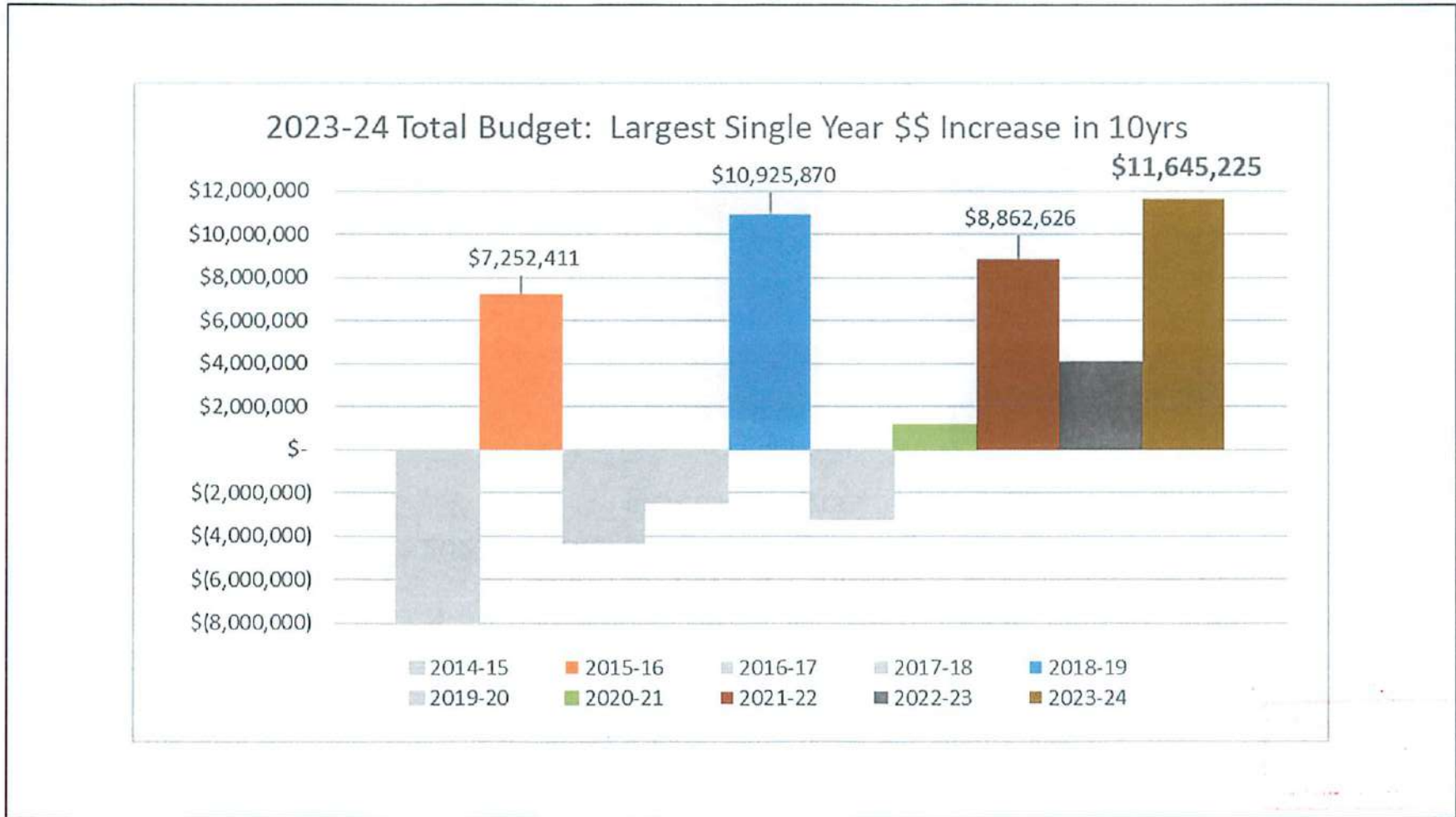
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Source: <https://oconeesc.com/documents/council/agendas-and-minutes/YEAR/backup-material/YEAR-MO-DA-amended-backup.pdf>

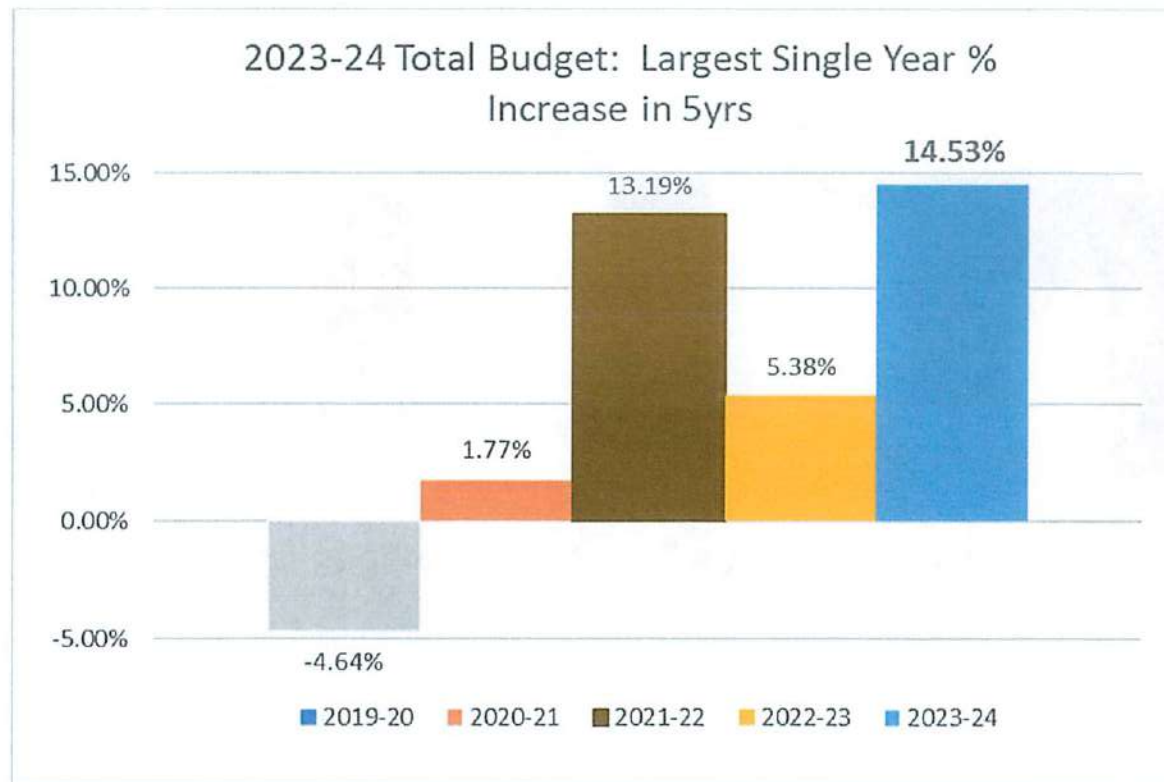
- The 2023-24 Total Budget represents the Largest Single Year \$\$ Increase in 10yrs !! \$11,645,225



Sources: <https://oconeesc.com/documents/council/agendas-and-minutes/YEAR/backup-material/YEAR-MO-DA-amended-backup.pdf>

- The **2023-24 Total Budget** represents the **Largest Single Year % increase in 5yrs !! 14.53%**
- This budget started out as something much less, until Chairman Durham flipped it backwards on June 6, 2023, reverting to the 2022-23 budget by making material changes during the 3<sup>rd</sup> and final reading !!
- This was a move that was loudly applauded by his own PAC, the Oconee County Conservatives
- This is the same group over which he serves as Chairman of the Board, and which Councilman Hart and Councilman Mize are associates and voted as a block to approve this budget increase.

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Sources: <https://oconeesc.com/documents/council/agendas-and-minutes/YEAR/backup-material/YEAR-MO-DA-amended-backup.pdf>  
<https://www.oconeecountyconservatives.website/Contacts.html>

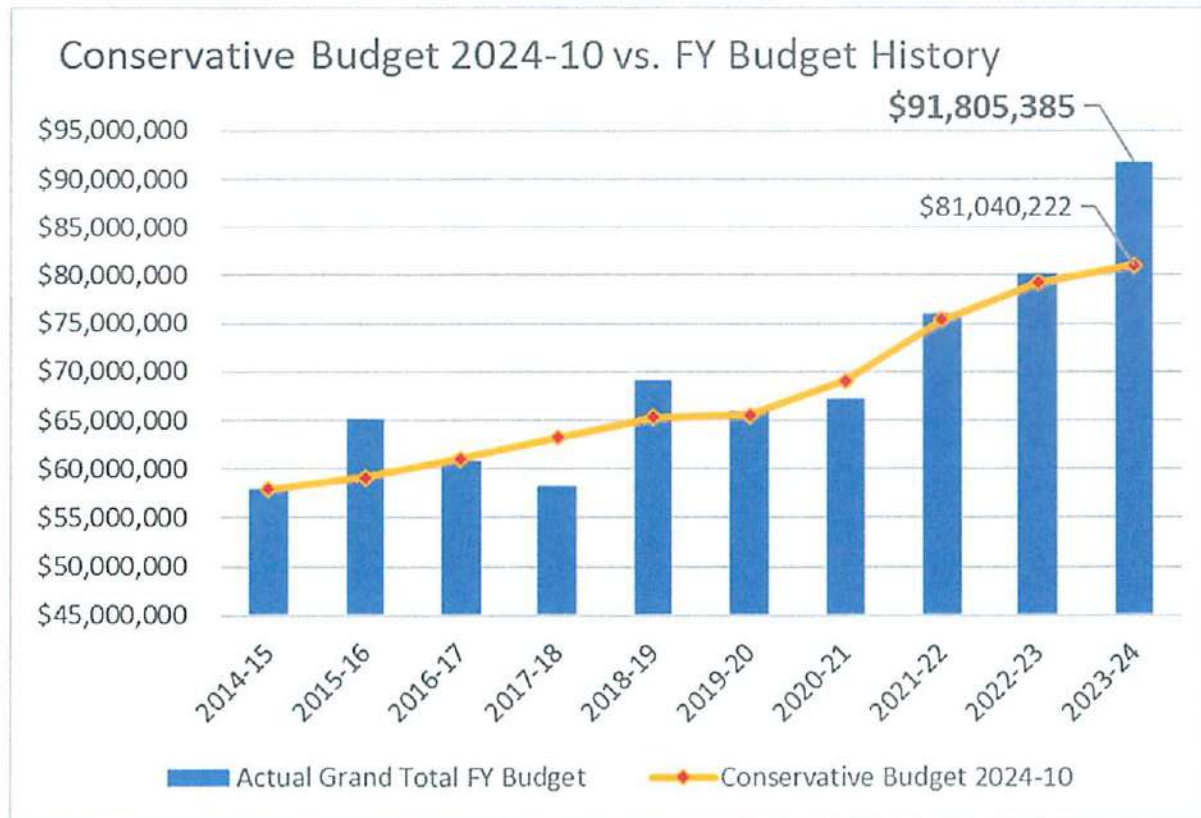


Getting back to **Ordinance 2024-10**: "An Ordinance Establishing a **Budgetary Increase Limitation** for Oconee County"  
If you take what's being proposed by the ordinance:

Oconee County's **Population Growth % + Inflation %** (as shown on Slide #1)

and project that same **Budgetary Increase Limitation** over Oconee's 10yr FY Budget History - What does it show?

1. For 6 of the last 10 budget cycles, you could argue that a "conservative budget" was already in place
2. If Ordinance 2024-10 was in place last year, then Chairman Durham's 2023-24 budget doesn't satisfy his own is proposed ordinance. He went over budget in 2023-24 by + \$10.8 MM !!



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